### District School Board of Indian River County, Florida 6500 - 57<sup>th</sup> Street, Vero Beach, FL 32967

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

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

Date: July 23, 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. Short Video on School Initiatives
  - B. Veteran of the Month Jim Burk
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes Dr. Moxley
    - 1. 2019/06/21 Budget Workshop Minutes
    - 2. 2019/06/21 Special Business Meeting Minutes
    - 3. 2019/06/25 Budget Workshop Minutes
    - 4. 2019/06/25 Business Meeting Minutes
    - 5. 2019/06/25 Superintendent's Workshop Minutes
    - 6. 2019/07/02 Special Business Meeting Minutes

Superintendent recommends approval.

#### B. Approval of Personnel Recommendations – Dr. Moxley

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

# C. Approval of Renewal - Multi-District Program Agreement with St. Lucie County/Indian River County for the 2019-2020 School Year - Mrs. Dampier

Attached is a copy of the Multi-District Program Agreement for the 2019-2020 school year with St. Lucie County School District. St. Lucie County serves students with disabilities such as Intellectual, Physical, Orthopedic, Other Health Impaired, Traumatic Brain Injury, Speech/Language, Deaf or Hard of Hearing, Blind or Visually Impaired, Dual/Sensory Impaired, Emotional/Behavioral, Specific Learning, Hospitalized/Homebound, Physical or Occupational Therapy, or Autism Spectrum disorder. St. Lucie County provides services for hearing impaired students who require a specialized hearing impaired program. St. Lucie County collects the FTE for each student served, transportation is provided by the School District of Indian River County. There is a transportation cost to the district of approximately \$30,000 per year. Superintendent recommends approval.

# D. Approval of Grant Application for Students Attired For Education (SAFE) Act Incentive Fund - Mrs. Dampier

The purpose of the Students Attired for Education (SAFE) Act Incentive Fund is to provide funding for school districts to establish and implement a standard student attire policy, to promote safe and supportive learning environments, and improve school safety and discipline. Project funds will be utilized to support evidenced-based personalized social emotional learning for identified students in grade(s) PK-12. Total grant allocation is 120,204.00. Superintendent recommends approval.

# E. Approval of Mental Health Assistance Allocation Plan - Senate Bill 7026 7030, effective for 2019-2020 School Year - Mrs. Dampier

The purpose of the Mental Health Assistance Allocation Plan is to expand school-based mental health services consistent with statutory requirements for the Mental Health Assistance Allocation in accordance with section 1011.62(16), Florida Statutes. The plan includes evidence-based mental health coordinated school- and community-based services that will support the needs of students. The total allocation is \$515,958.00. The Mental Health Plan for the 2019-2020 School Year is attached. Superintendent recommends approval.

# F. Approval of renewal for the Adult Education and Family Literacy Grant 2019-2020 – Mrs. Dampier

This discretionary/continuation grant will provide the Technical College with funds (\$151,203) which will enable the school to continue to provide quality literacy education to adults and to English Language Learners. Treasure Coast Technical College served 400 students who enrolled in ABE/GED/ESOL in 2018-2019. TCTC has collaborated with several agencies in an effort to better serve the citizens of Indian River County. No cost to the school district. Superintendent recommends approval.

# G. Approval to issue Purchase Order(s) / Spend authority to Various Vendors for Recurring Expenditures - Mr. Fagan

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. Since daily operations sometimes require the perpetual issuance of purchase orders that may result in single purchase orders that exceeds \$50,000, the Purchasing Department is requesting that the Board grant authority to the Superintendent to issue purchase orders that are necessary in the normal course of operations during fiscal year 2020. The vendors on the attached list are companies and/or firms that the District will procure commodities and/or contractual services from during fiscal year 2020 that are either formal bid exempt or are in accordance with a properly awarded public bid or term contract. These purchases will be recurring in nature for fiscal year 2020 and not having the authority to release these purchase orders could result in delayed service delivery to students. This list represents recurring purchases from vendors who provide products and services including but not limited to utilities, HVAC, Food Services, instructional equipment, existing copier leases, insurance, and the purchase of testing/instructional and copyrighted materials. All other nonrecurring purchase requests that exceed \$50,000.00 will be presented to the Board on an individual basis. Superintendent recommends approval.

# H. Approval to Advertise the 2019 - 2020 Proposed Tentative Budget and Millage Rates for the express Purpose of Advertising the Budget in Accordance with the Truth-in-Millage Requirements – Mr. Fagan

The purpose of this item is to authorize the Superintendent to take the necessary steps, including making final adjustments to proposed revenues, expenditure projections, fund balances, and millage rates based on action to be taken by the Indian River County Property Appraiser and Florida Department of Education. On July 1, 2019 the Indian River County Property Appraiser certified to the Florida Department of Revenue the Taxable Assessed Valuation for school purposes. In addition, pursuant to Florida Statutes 1011.62 (4)(a)1.a. on July 19, 2019, the Commissioner of Education will certify to each District School Board the millage rates that when applied to 96 percent of the estimated state total taxable value for school purposes, will generate the prescribed aggregate required local effort for that year for all Districts. This statutory action by these bodies will have the effect of changing the School District's budgetary estimates. This request for authorization is necessary in order to advertise the 2019-2020 Proposed Tentative Budget and Millage Rates, along with the Proposed Capital Projects to be funded from the capital outlay and debt service millage proceeds in preparation for the Public Hearing to be held on July 30, 2019, at 5:01 p.m. in the Teacher Education Center (TEC). A brief overview and description of the Proposed Tentative Budget and Millage Rates will be presented by staff. Superintendent recommends approval.

- I. Approval of 2019-2020 Transportation Service Agreement Renewals Mr. Teske Attached are the 2019-2020 Transportation Agreements with Boys & Girls Clubs of Indian River County (BGIRC), Gifford Youth Achievement Center (GYAC), and Environmental Learning Center (ELC). The agreements include the use of the District's Transportation Services from designated pick-up locations to sites in Indian River County for their respective, sponsored programs. <u>Superintendent recommends</u> approval.
- J. Approval of 2019-2020 Transportation Service Agreement Renewals Mr. Teske Attached is the 2019-2020 Transportation Agreements with Sebastian Charter Jr. High School, North County Charter High School, Imagine Charter, Indian River Charter High School, and St. Peter's Academy. The agreement includes the use of the District's Transportation Services from designated pick-up locations to sites in Indian River County for their respective, sponsored programs. <u>Superintendent recommends</u> approval.
- K. Approval of School Transportation Bus Routes for 2019-2020 Mr. TeskeThe Board has been provided the 2019-2020 SDIRC Transportation Routes. Stop

locations along with AM & PM times of service are indicated for each of the 84 routes that will be provide students transportation to and from designated school locations. Superintendent recommends approval.

L. Approval of Agreement #B2-18-64 for Security Officer Services with Veterans Security Corps of America, Inc - Mr. Teske

Pursuant to the terms and conditions of Brevard County Piggyback Bid #B2-18-64, the Operations Department is requesting approval of this agreement for a period of one year and to issue purchase orders not to exceed \$79,230.22. The contract period is July 23, 2019 through June 30, 2020. All pricing, specifications, terms, and conditions will in accordance with Brevard County RFP#B2-18-64. Please see attached agreement. Superintendent recommends approval.

M. Approval of Indian River County Sheriff's Department School Resource Officer Agreement (SRO) for 2019-2020 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the Indian River County Sheriff's Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district. The proposed agreement is a revision of the current agreement, with the placement 24 School Resource Officers. This is a cost shared item with SDIRC and the Indian River County Sheriff's Department. The cost to the District's General Fund is \$1,039,988.00. Superintendent recommends approval.

# N. Approval of City of Vero Beach Police Department School Resource Officer Agreement (SRO) for 2019-2020 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the City of Vero Beach Police Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district. The proposed agreement is a revision of the current agreement, with the placement two (2) School Resource Officers. This is a cost shared item with SDIRC and the City of Vero Beach Police Department. The cost to the District's General Fund is \$60,041. Superintendent recommends approval.

# O. Approval of City of Sebastian Police Department School Resource Officer Agreement (SRO) for 2019-2020 – Mr. Teske

In 1995 the District engaged in the first written inter-local cooperative agreement with the Indian River Sheriff's Department to place School Resource Officers (SRO) in District schools. Under Senate Bill 7026 Public Safety Analysis Section 26, For the protection and safety of school personnel, property, students, and visitors, each district school board and school district superintendent shall partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options which best meets the needs of the school district. The proposed agreement is a revision of the current agreement, with the placement two (2) School Resource Officers. This is a cost shared item with SDIRC and the City of Sebastian Police Department. The cost to the District's General Fund is \$52,500.00. Superintendent recommends approval.

#### **ADD-ON ITEMS**

#### P. Approval of Administrative Organizational Chart – Dr. Moxley

The administrative organizational chart reflects several changes: 1) name change for the Executive Director of Exceptional Student Education (ESE) and Student Services; 2) restructuring of the department to delete the Director of Exceptional Student Education and add a Coordinator of Exceptional Student Education (ESE) and Coordinator of Student Services. Each of these areas need to have a focused oversight that reports directly to the Executive Director. This department is currently being reviewed and other areas may be streamlined for operational efficiencies and effectiveness. 3) The Director of Technology Services will move to report to the Chief Financial Officer. This was previously discussed at the June 28<sup>th</sup> Business Meeting. Superintendent recommends approval.

#### Q. Approval to Terminate Support Staff Employee – Dr. Moxley

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

### R. Approval to Terminate Support Staff Employee – Dr. Moxley

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

#### VII. ACTION AGENDA

#### A. Approval of Annual Equity Report for 2018-2019 2019-2020 - Dr. Moxley

Approval is requested for the Annual Equity Report for 2019-8-2019 that will be submitted to the Department of Education. <u>Superintendent recommends approval.</u>

### B. Superintendent Search Recruiting Proposals – Chairman Zorc

Discussion of submitted Superintendent Search proposals with the Board Members making a selection of the organization to conduct the search process. Recommendation to be made following Board Discussion on this item.

### C. Approval of Resolution #2020-02, Tax Anticipation Notes, Series 2019 -Mr. Fagan

The purpose of this action is to adopt the attached Resolution #2020-02 authorizing the issuance of Tax Anticipation Notes (TAN), Series 2019, in the amount of not-to-exceed \$15 million to provide interim funds for the payment of operating expenses; approve the form of documents in connection with the issuance of the notes; delegate to the Superintendent and appropriate staff the authority to accept the most favorable bid for the notes, subject to certain restrictions; and to take all necessary actions in connection with the issuance of the notes. The issuance of the TAN is required in order to provide necessary, short-term financing to position the District in such a manner that it is able to meet projected cash flow deficits of the General Fund. Based upon staff analysis, it is projected that the District will experience cash receipt deficits ranging from \$2.1 million to \$7.3 million during the month of October 2019. These cash flow deficits are mainly attributable to the intense slow-down of cash receipts from the Tax Collectors' Office that is usually experienced from July through the middle of November every year. Superintendent recommends approval.

# D. Approval of Community Partnership regarding a Grant with Dodgertown Elementary School and University of Central Florida (UCF) Parent Services – Dr. Moxley

On June 28, 2019, a memorandum was received from Chancellor Jacob Oliva regarding the Community School Grant Program. Community schools are improving student success and well-being in Florida by engaging and supporting parents and community organizations in their efforts to positively impact student learning and development. The state has established the Community School Grant Program as part of Senate Bill 7070 and the 2019-20 General Appropriations Act. The Children's Home Society of Florida (CHS) is in the process of applying to the University of Central Florida for a Planning Grant as part of the Community School Grant Program. UCF's Center for Community Schools will be accepting applications for up to \$75,000 to fund the planning of Community Partnership Schools in 2019-20. If awarded the grant, the coordination of the program would be housed at Dodgertown Elementary School. The grant would fund one program director and supplies for the coordination of services for our parents and students. As part of the partnership, the SDIRC would provide space on the Dodgertown campus consisting of one classroom for the program director to meet with parents and students. The Children's Home Society of Florida has requested a letter of support from the SDIRC to include in the grant application that includes the in-kind contribution of classroom space.

- 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 <a href="http://www.indianriverschools.org">http://www.indianriverschools.org</a>.

The District School Board of Indian River County met on June 21, 2019, at 10:00 a.m. The Budget 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. Susan Moxley, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

#### **Budget Workshop Minutes**

I. Meeting was called to order by Chairman Zorc at 10:00 a.m.

### II. Purpose of the Meeting

Chairman Zorc recognized Dr. Moxley to explain the purpose of the meeting. Dr. Moxley prefaced the workshop information that was going to be provided today. She also introduced Mrs. Kim Copeman, Director of Finance, and Mr. Tim Bargeron, Consultant for SSRH Solutions. Dr. Moxley also shared with the Board that she met with the Indian River County Tax Collector, Carol Jean Jordan. She then recognized Mrs. Copeman and Mr. Bargeron for the presentation. Mr. Bargeron started with presenting a PowerPoint Presentation. As Board Members had questions, they were addressed and answered. Each of the below listed items were covered during the workshop. Mrs. Copeman also shared information from the PowerPoint Presentation. There were some additional spreadsheets that were provided during the workshop by Mr. Bargeron and Mrs. Copeman. There was a Revenue Report, Expense Report, and a Budget Summary. Each of these were covered. Dr. Moxley asked each of the Board Members if they had other priorities they wished to see brought forward. The Board Members all took this opportunity to share their thoughts. Dr. Moxley then brought up the discussion of a TAN. There was further discussion on this.

#### III. PRESENTATIONS

- 1) FY 18/19 Budget Review
- 2) FY 19/20 Recurring Budget Review
- 3) TAN UPDATE
- IV. ADJOURNMENT Chairman ZorcMeeting adjourned at approximately 12:01 p.m.



The District School Board of Indian River County met on June 21, 2019, at 12:30 p.m. The Special Business Meeting was called and attended by a majority of the members of the Board and 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. Susan Moxley, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Special Business Meeting Minutes**

- I. Meeting was called to order by Chairman Zorc at 12:30 p.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG led by Chairman Zorc.

Chairman Zorc asked Dr. Moxley to clarify the purpose of this Special Business Meeting. Dr. Moxley reviewed all of the steps that were taken in calling the meeting. She also gave a brief review of the items she is getting ready to present.

### III. ADOPTION OF ORDERS OF THE DAY

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

#### IV. CITIZEN INPUT

There was no Citizen Input.

### V. CONSENT AGENDA

No Consent Items

#### VI. ACTION AGENDA

### A. Approval of Revised Organizational Chart – Dr. Moxley

Approval of the revised 2019-2020 Organizational Chart. <u>Superintendent recommends approval.</u>

Chairman Zorc recognized Dr. Moxley. Dr. Moxley reviewed the suggested revision of the Organizational Chart. After which time, Chairman Zorc called for a Motion. Mrs. Justice moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote. The Board Members and Dr. Moxley had a brief discussion.

**B.** Approval of Updated Job Description for Chief Financial Officer (CFO) – Dr. Moxley
This agenda item is a revised job description for Chief Financial Officer.
Superintendent recommends approval.

Chairman Zorc recognized Dr. Moxley. Dr. Moxley reviewed the job description information with the Board Members and audience. Chairman Zorc called for a Motion. Mrs. Justice moved approval. Mrs. Rosario seconded the motion and it carried unanimously, with a 5-0 vote.

# C. Approval of Updated Job Description for Assistant Superintendent of Human Resources and School Administration – Dr. Moxley

This agenda item is a revised job description for Human Resources and Administration, which includes oversight for leadership development. Superintendent recommends approval.

Chairman Zorc recognized Dr. Moxley. Dr. Moxley reviewed the updated job description with the Board Members and audience. Chairman Zorc called for a Motion. <u>Dr. Schiff moved approval</u>. <u>Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote</u>.

- VII. SUPERINTENDENT'S REPORT Nothing to report
- VIII. DISCUSSION

  No discussion items
- IX. SCHOOL BOARD MEMBER MATTERS

  Nothing to report
- X. INFORMATION AGENDA

  No information items
- XI. SUPERINTENDENT'S CLOSING Nothing to report
- XII. ADJOURNMENT Chairman Zorc Meeting adjourned at approximately 1:24 p.m.

The District School Board of Indian River County met on June 25, 2019, at 1:00 p.m. 10:00 a.m. The Budget 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. Susan Moxley, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Budget Workshop Minutes**

I. Meeting was called to order by Chairman Zorc at 10:00 a.m.

### II. Purpose of the Meeting

Chairman Zorc recognized Dr. Moxley to explain the Purposed of the Budget Workshop. Dr. Moxley introduced Mrs. Kim Copeman, Director of Finance; Mr. Jon Teske, Assistant Superintendent of Operations; and Mr. Nick Westenberger, Director of Facilities, Planning, and Construction. The Board Members, Dr. Moxley, and Mrs. D'Agresta were provided with a hand-out to review with the presenters. Mrs. Rosario joined the meeting at 10:01 a.m., and Dr. Schiff joined the meeting at 10:05 a.m. Mrs. Copeman started the presentation off and then turned it over to Mr. Westenberger. They went through the 5 year plan for each school line by line. An additional hand-out was provided to everyone showing the 2018-2019 numbers expenses for comparison. As the Board Members asked questions on the different projects at the different schools, each were answered. They also reviewed the Districtwide suggested projects. The Board Members thanked Mrs. Copeman, Mr. Teske, and Mr. Westenberger for their hard work.

#### III. PRESENTATIONS

- 1) Capital Budget FY 2019/2020 Draft
- 2) 5 Year Plan Capital Projects
- IV. ADJOURNMENT Chairman ZorcMeeting adjourned at approximately 11:48 a.m.



The District School Board of Indian River County met on June 25, 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. Susan Moxley, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present. Prior to the meeting, an invocation was given by Associate Pastor Payton Minzenmayer, Vero Beach Church of Christ 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 was led by Mr. Teske, Assistant Superintendent of Operations.

#### III. ADOPTION OF ORDERS OF THE DAY

Chairman Zorc asked the Board Members if there were any items they wished to have moved from Consent to Action. Chairman Zorc recognized Dr. Moxley to speak to the Board Members and the audience. Dr. Moxley requested that Action Q be pulled for the July 2, 2019 Special Business Meeting. At which time, Chairman Zorc called for a Motion. Mrs. Justice moved approval as amended by Dr. Moxley. Dr. Schiff seconded the motion and it carried unanimously, with a 4-0 vote. Mrs. Rosario was not present at the time of this vote. Mrs. Rosario joined the meeting at 6:05 p.m. Chairman Zorc explained she was in a meeting. Dr. Schiff stepped out of the meeting at 6:05 p.m. and returned at 6:07 p.m.

#### IV. PRESENTATIONS

Chairman Zorc recognized Dr. Moxley for the Presentations. Dr. Moxley asked Cristen Maddux, Public Information Officer to share the Short Video on School Initiatives. Mrs. Maddux called on Mrs. Karen Malits, Director of Title Programs to explain the Step Into Kindergarten Program. Mrs. Malits recognized community partners and shared some information on the video.

#### A. Short Video on School Initiatives

#### V. CITIZEN INPUT

Mike Young – Vero Beach Little League Baseball Randy Heimler – Citizen Input Randy Heimler – Consent Item A-13

#### VI. CONSENT AGENDA

Chairman Zorc called for a Motion. Mrs. Rosario moved approval. Mrs. Justice seconded the motion. There was a brief discussion with regards to the approval of one of the Consent items. Chairman Zorc aske Mrs. D'Agresta to speak to the request of moving a Consent item after the Adoption of the Orders of the Day were already voted upon. Mrs. D'Agresta explained what could be done. <u>Dr. Schiff made a motion to reconsidered the</u> motion from Adopting the Orders of the Day. Mrs. Rosario withdrew her motion to accept the Consent Agenda. Mrs. Justice did not wish to withdraw her motion. It was asked if there was a second to Mrs. Justice's motion to accept the Consent agenda. Mrs. Barenborg seconded the motion to accept the Consent Agenda. Mrs. Zorc turned to Mrs. D'Agresta for further direction. Mrs. D'Agresta provided a suggestion on how to proceed. There was a motion made by Mrs. Rosario to amend the motion to accept the Consent Agenda and to pull Consent A-13. Dr. Schiff seconded the motion to amend the Consent Agenda. Chairman Zorc called for a vote. The amended motion was voted upon unanimously, with a 5-0 vote. Chairman Zorc then called for an approval vote on the Consent Agenda as amended. She then spoke for a moment to the hiring of the new Chief Financial Officer (CFO). Dr. Schiff also spoke to the same topic. Mrs. Zorc then called for a vote. The amended Consent Agenda was voted upon unanimously, with a 5-0 vote.

### A. Approval of Minutes – Dr. Moxley

- 1. 2019-05-01 Special Board Discussion Minutes
- 2. 2019-05-10 Special Board Discussion Minutes
- 3. 2019-05-13 Special Board Discussion Minutes
- 4. 2019-05-13 Special Business Meeting Minutes
- 5. 2019-05-14-Board Discussion Minutes
- 6. 2019-05-14 Business Meeting Minutes
- 7. 2019-05-28 Budget Workshop Minutes
- 8. 2019-05-28 Superintendent's Workshop Minutes
- 9. 2019-05-28 Special Business Meeting Pending Litigation Minutes
- 10. 2019-05-28 Business Meeting Minutes
- 11. 2019-06-11 Board Discussion Session Minutes
- 12. 2019-06-11 Business Meeting Minutes
- 13. 2019-04-16 Updated Special Business Meeting Minutes

Superintendent recommends approval.

### B. Approval of Personnel Recommendations – Dr. Moxley

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

# C. Approval of CareerSource Research Coast lease agreement with School District of Indian River- Mrs. Dampier

Renewal of CareerSource lease agreement for classroom space at Treasure Coast Technical College for the Youth Connections program. The lease agreement will provide one classroom 2-201, for two employees of CareerSource to occupy and meet with clients of the program. <u>Superintendent recommends approval.</u>

### D. Approval of Donations – Dr. Moxley

1. Beachland Elementary School Received a donation in the amount of \$2,105.88 from the Beachland Elementary PTA. The donation was specified to purchase two Bottle Filler Stations for the Beachland Elementary Campus.

Superintendent recommends approval.

E. Approval of Contract Renewal with Fuel Education for 2019-2020 – Mrs. Dampier
Pursuant to F.S. 1002.45, the School District of Indian River County is required to offer
three, virtual school options for District students to utilize. This contract will allow the
school district to utilize Fuel Education as an option in the Virtual Instruction Program.
The Curriculum and Instruction Department recommends approval of a contract with
Fuel Education to provide 180-day comprehensive fulltime and part-time programs.
These programs are fully accredited and aligned to the Florida State Standards.
Instruction is delivered by fully-certified Florida teachers. The cost to the School
District is up to \$4,295.00 per student, (REMOVE) the equivalent of one fulltime FTE.
FLDOE funds the school district for students enrolled with Virtual Instruction
Providers at the base FTE (\$4130) plus \$1000. The difference between the cost to
the school district for the VIP and the funding from FLDOE is required to be spent on
technology for virtual instruction. Superintendent recommends approval.

### F. Approval of Contract Renewal with Edgenuity for 2019-2020 School Year - Mrs. Dampier

Pursuant to F.S. 1002.45, the School District of Indian River County is required to offer three, virtual school options for District students to utilize. This contract will allow the school district to utilize Edgenuity as an option in the Virtual Instruction Program. The Curriculum and Instruction Department recommends approval of a contract with Edgenuity to provide 180-day comprehensive full-time and part-time programs. These programs are fully accredited and aligned with the Florida State Standards. Instruction is delivered by fully-certified Florida teachers. The cost to the School District is \$2,000.00 per semester per student up to \$4,000.00 per student for a full year, (REMOVE) the equivalent of one fulltime FTE. FLDOE funds the school district for students enrolled with Virtual Instruction Providers at the base FTE (\$4130.00) plus \$1000.00. The difference between the cost to the school district for the VIP and the funding from FLDOE is required to be spent on the technology for virtual instruction. Superintendent recommends approval.

### G. Approval of Contract Renewal Extension with Connections Learning for 2019-2020 – Mrs. Dampier

Pursuant to F.S. 1002.45, the School District of Indian River County is required to offer three, virtual school options for District students to utilize. This contract will allow the school district to utilize Connections Learning as an option in the Virtual Instruction Program. The Curriculum and Instruction Department recommends approval of a contract with Connections Learning to provide 180-day comprehensive fulltime and part-time programs. These programs are fully accredited and aligned to the Florida State Standards. Instruction is delivered by fully-certified Florida teachers. These programs are fully accredited and aligned with the Florida State Standards. Instructions is delivered by fully-certified Florida teachers. The cost to the School District is \$ 2125.00 per semester per student up to \$ 4250.00 per student for a full year. FLDOE funds the school district for students enrolled with Virtual Instruction Providers at the base FTE (\$ 4130) plus \$1000. The difference between the cost to the school district for the VIP and the funding from FLDOE is required to be spent on technology for virtual instruction. Superintendent recommends approval.

### H. Approval of a Two-Year Extension Agreement for Cleveland Clinic Indian River Hospital - Mrs. Dampier

The extension agreement reflects a cooperative spirit between The Cleveland Clinic Indian River Hospital and the School District of Indian River County, Fl., in delivering necessary clinical experiences to our students enrolled in Treasure Coast Technical College Medical Programs over the next two years (August 1, 2019 through July 1, 2021). There are no changes to the current Affiliation Agreement on record. Insurance will be provided by the School District. No cost to the District. Superintendent recommends approval.

### I. Approval of Carl Perkins V Grant, Career and Technical Education Act Renewal for 2019- 2020 -Mrs. Dampier

The Florida Department of Education Carl Perkins V Grant award of \$179,265 will provide funds for salaries of Career and Technical Education Specialist working student and student programming in the CTE programs at our middle and high schools. Their responsibilities include implement career and technical education activities that are aimed at developing technical skills, provide career guidance for students, organize work-based learning, and establish liaisons between education and business partners. The Florida Department of Education Carl Perkins V Grant requires a new component, the comprehensive local needs assessment (CLNA). Our district will collect data regarding our programs during the 19-20 transition year, while engaging stakeholders at the state and local levels. This period will culminate in the creation of a four-year process that will communicate the state's vision for the future of career and technical education (CTE). No cost to the District. Superintendent recommends approval.

## J. Approval of Extended Day Program Renewal with Early Coalition Program- Mrs. Dampier

The Extended Day Program requests the renewal contract with the Early Learning Coalition to provide services for low-income families for the before and after-school care program. This contract is effective from July 1, 2019, through June 30, 2020. No cost to the District. <u>Superintendent recommends approval.</u>

# K. Approval of Amendment to the Early Learning Coalition Contract for the 2018-2019School Year – Mrs. Dampier

Extended Day Program requests the approval of the amendment for the 2018-2019 contract with the Early Learning Coalition. This amendment is to provide costs of services provided through Extended Day summer camps. This information was inadvertently omitted from the 2018-2019 contract. No cost to the district. Superintendent recommends approval.

# L. Approval of Renewed Statewide Voluntary Prekindergarten Provider Contract for School Year Voluntary Prekindergarten with the Early Learning Coalition of Indian River, Martin and Okeechobee Counties – Mrs. Dampier

This statewide contract outlines the agreement between the School District and the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. This standard state contract is for the 2019-2020 School Year Voluntary Pre-Kindergarten program. The School District of Indian River County will deliver Voluntary Prekindergarten services to 164 age eligible children at six (6) school sites: Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Indian River Academy, Pelican Island Elementary, Vero Beach Elementary for a total of ten (10) full day classrooms. This is an ongoing contract with no cost to the District. Superintendent recommends approval.

# M. Approval of 2019-2020 Agreement between the East Coast Technical Assistance Center (ECTAC)/ Seminole County School Board and the School Board of Indian River County – Mrs. Dampier

The purpose of the East Coast Technical Assistance Center (ECTAC) is to provide technical assistance to a collaborative network of member school districts regarding selective programs contained in the Elementary and Secondary Education Act (ESEA). The ESEA programs are: Title I Part A, Title I Part C, and other grant funded programs as they interact with the Title I Program. ECTAC provides educational consultation services that assist local school districts in their efforts to ensure that all children have a fair, equal, and significant opportunity to obtain a high-quality education. The ECTAC renewal fee is \$12,000 and Title I Part A funds are designated for ECTAC services. The agreement will be in effect through June 30, 2020. Superintendent recommends approval.

# N. Approval of 2019-2020 Title I, Part A Program – Improving the Academic Achievement of the Disadvantaged - Mrs. Dampier

Title I, Part A provides local educational agencies (LEAs) resources that help children gain a high-quality education and the skills to master the Florida Standards. As the largest federal program supporting elementary and secondary education, Title I provides additional resources that support the schools with the greatest numbers of economically disadvantaged students. The 2019-2020 Title I schools are Citrus Elementary, Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Indian River Academy, Pelican Island Elementary, Treasure Coast Elementary, Vero Beach Elementary, Oslo Middle, Sebastian Elementary, and St. Peter's Academy Charter School. All District Title I Schools operate a school-wide program intended to enhance the school's entire educational program. The 2019-2020 anticipated budget is \$4,741,831.00 Superintendent recommends approval.

# O. Approval of 2019-2020 Title IV Part A, Student Support and Academic Enrichment (SSAE) Grant - Mrs. Dampier

The Every Student Succeeds Act (ESSA) reauthorized the Elementary and Secondary Education Act of 1965 (ESEA). The ESEA includes provisions that promote equitable access to educational opportunity, including holding all students to high academic standards. Authorized under subpart 1 of Title IV, Part A of the ESEA, the Student Support and Academic Enrichment (SSAE) program is intended to help meet the objective of ESSA by increasing the capacity of state educational agencies (SEAs), local educational agencies (LEAs), schools and local communities to provide students with access to a well-rounded education, improve safe and healthy school conditions for student learning, and improve the use of technology in order to improve the academic achievement and digital literacy of all students. (ESEA section 4101). The anticipated District allocation is \$330,315.39. Superintendent recommends approval.

# P. Approval of 2019-2020 Title III, Part A, Supplementary Instructional Support for English Language Learners Project - Mrs. Dampier

The focus of the Title III, Part A project is to provide supplemental support to English Language Learners (ELLs). The project supports the educational achievement of ELLs by increasing their English language proficiency and ability to meet the same state standards and challenging academic content as all children are expected to meet. The 2019-2020 preliminary budget is \$139,999.00. <u>Superintendent recommends</u> approval.

# Q. Approval of 2019-2020 Title II, Part A, Supporting Effective Instruction Project- Mrs. Dampier

The purpose of Title II, Part A is to provide resources to Local Educational Agencies (LEAs) to: 1) Increase student achievement consistent with challenging State academic standards; 2) Improve the quality and effectiveness of teachers, principals, and other school leaders; 3) Increase the number of teachers, principals, and other school leaders who are effective in improving student academic achievement in schools; and 4) Provide low-income and minority students greater access to effective teachers, principals, and other school leaders. The 2019-2020 anticipated allocation is \$696,015.00 Superintendent recommends approval.

### R. Approval of Grant Application for Individuals with Disabilities Education Act (IDEA) Part B for 2019-2020 - Mrs. Dampier

The purpose of the IDEA Part B grant is to assist in providing a free and appropriate public education (FAPE) for students with disabilities ages 3 through 21 in the least restrictive environment. IDEA Funds: (1) Must be expended in accordance with the applicable provisions. (2) Must be used only to pay the excess costs of providing special education and related services to children with disabilities, and (3) Must be used to supplement state, local, and other federal funds and not to supplant those funds. FY 2019-2020 Preliminary Allocation: IDEA Part B, Preschool---\$112,609.00. FY 2019-2020 Preliminary Allocations: IDEA Part B Entitlement \$3,876,748.00. Superintendent recommends approval.

### S. Approval to Dispose of Surplus Property – Mr. Teske (JC)

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.

#### Add-on:

T. Approval of Salary Schedule for the 2019 -2020 School Year – Dr. Moxley Approval is requested for the Salary Schedule for the 2019-2020 School-Year. Superintendent recommends approval.

#### VII. ACTION AGENDA

Chairman Zorc recognized Mrs. Rosario to speak to Consent A-13. Mrs. Rosario reviewed the changes she was requesting to see done to the minutes from 4/16/2019. There was an open discussion regarding the minutes and the content. Chairman Zorc reviewed the items being requested to be changed. Mrs. Zorc suggested to strike the three names shown on the specific Action Item in question. She then explained the video would memorialize the School Board Members Matters request of placing bullet points in the minutes. Through further discussion, Mrs. Zorc suggested since this was moved to Discussion, she gave the directive to strike *Please see School Board Member Matters for this portion* and put in, *Calling of the Meeting/Meeting Protocol – Mrs. Rosario*. It was agreed to leave Board Members Matter as it stands. Chairman Zorc called for a Motion. Mrs. Rosario moved approval of the minutes as amended. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.

### A. Approval to Set Public Hearing Date to Adopt a Revised Bylaw - Dr. Moxley

At the June 25, 2019 Superintendent's Workshop, the District School Board discussed the Revised Public Participation at School Board Meetings Policy, and requested to move forward with the adoption process. The purpose of the revision is to be consistent with present practice. The Public Hearing and Adoption will be noticed for the Public Hearing that will be held on July 30, 2019 at 5:01 p.m. <u>Superintendent recommends approval</u>.

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

### B. Approval of Dual Enrollment Agreement with Indian River State College for 2019-2020 – Mrs. Dampier

Florida Statute 1007.273 requires that we have a 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 \$525,000. 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 on this item.

# C. Approval to Award Invitation to Bid SDIRC 09-0-2019JC for Structural Cabling Services to Gerelcom Inc. as the Primary Award and Bazon-Cox & Associates, Inc. and Universal Cabling Systems, Inc. as Alternate Awards - Mr. Teske (JC)

The purpose of this Invitation to Bid (ITB) is to secure firm prices and establish a term contract for districtwide structured cabling services on an as needed basis. The scope of services includes new installations and repair of voice, data, electronic safety, security, audio and video systems. Staff recommends award primary vendor and two alternates. The annual financial impact to the District as estimated by the IT Department is \$200,000. The term of contract is June 25, 2019 through June 24, 2020 and may, by mutual-agreement between the Board and the awardees, be renewed for two additional one-year periods. The Purchasing Department recommends award to Gerelcom Inc. as the primary award and to Bazon-Cox & Associates, Inc. and Universal Cabling Systems, Inc. as alternates. Please see attached backup. Superintendent recommends approval.

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

D. Approval of Agreement for Contracted Services Per SDIRC 09-0-2019JC for Structural Cabling Services to Gerelcom Inc. as the Primary Award and Bazon-Cox & Associates, Inc. and Universal Cabling Systems, Inc. as Alternate Awards - Mr. Teske Approval is recommended for the agreement for contracted services between the School District of Indian River County and Gerelcom Inc. as the Primary and Bazon-Cox & Associates, Inc. and Universal Cabling Systems Inc. as alternates. The scope of services includes new installations and repair of voice, data, electronic safety, security, audio and video systems. Staff recommends award primary vendor and two alternates. The annual financial impact to the District as estimated by the IT Department is \$200,000. The term of contract is June 25, 2019 through June 24, 2020 and may, by mutual agreement between the Board and the awardees, be renewed for two additional one-year periods. Please see attached backup. Superintendent recommends approval.

Chairman Zorc called for a Motion. <u>Mrs. Barenborg moved approval.</u> <u>Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote</u>. Mr. Carver came to the podium to briefly speak to the item. There was brief discussion.

# E. Approval to Award RFP SDIRC 15-0-2019JC for Districtwide Mowing to Coast to Coast Landscaping Inc. - Mr. Teske (JC)

The purpose and intent of this Request for Proposal (RFP) is to obtain cost effective lawn care services for the District while maximizing the quality and level of service. Scope of work includes mowing all common areas around buildings, field areas, perimeter of retention ponds, weed-eating, edging sidewalks and flower beds, hedge trimming, blowing off sidewalks and parking lots, weed killing, removal of debris from trees such as falling and dead limbs and all other tasks associated with commercial lawn care. The annual estimated financial impact to the District is \$522,000. The term of this contract is August 1, 2019 through July 31, 2022 and may, by mutual-agreement between the Board and the awardee, be renewed for two additional one year periods. For the initial term of this agreement, the district will save \$162,000.00. Purchasing Department recommends award to Coast to Coast Landscaping as the highest scoring firm. Please see attached backup. Superintendent recommends approval.

Chairman Zorc called for a Motion. <u>Mrs. Rosario moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote</u>. Mr. Carver came to the podium to speak to this item. There was a brief discussion.

# F. Approval of Agreement for Contracted Services for Lawn Care Services per RFP SDIRC 15-0-2019JC for Districtwide Mowing to Coast to Coast Landscaping Inc. - Mr. Teske

Approval is recommended for the Agreement for Contracted Services between the School District of Indian River County and Coast to Coast Landscaping. Scope of work includes mowing all common areas around buildings, field areas, perimeter of retention ponds, weed-eating, edging sidewalks and flower beds, hedge trimming, blowing off sidewalks and parking lots, weed killing, removal of debris from trees such as falling and dead limbs and all other tasks associated with commercial lawn care. The annual estimated financial impact to the District is \$522,000. The term of this contract is August 1, 2019 through July 31, 2022 and may, by agreement between the Board and the awardee, be renewed for two additional one-year periods. For the initial term of this agreement, the district will save \$162,000.00. The Physical Plant Department recommends approval of this Agreement to Coast to Coast Landscaping as the highest scoring firm. Please see attached backup. Superintendent approves recommendation.

Chairman Zorc called for a Motion. <u>Mrs. Rosario moved approval. Dr. Schiff seconded the motion and it carried unanimously, with a 5-0 vote.</u> Mr. Carver came to the podium to answer a question from the Board.

# G. Approval to Renew Agreement for SDIRC #22-0-2018JC RFP for Athletic Fields Management with Express Reel Grinding, Inc. - Mr. Teske (JC)

Pursuant to the terms and conditions of RFP #22-0-2018JC, the Purchasing Department is requesting approval to renew this Agreement for a period of one year with Express Reel Grinding, Inc. This vendor manages the Bermuda grass athletic fields at Oslo Middle, Sebastian River High, Storm Grove Middle, Vero Beach High, Liberty Magnet and Gifford Middle. The annual expenditure is \$126,325. All prices, terms and conditions shall remain the same for the new contract period of July 25, 2019 through July 24, 2020. Please see attached backup. Superintendent recommends approval.

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

H. Approval to Award Invitation to Bid SDIRC 16-0-2019JC for Electrical Contractors to Bismark Electrical Services Inc. as the Primary Award and Paragon Electric of Vero Inc., Gerelcom Inc., and Complete Electric Inc. as Alternate Awards - Mr. Teske (JC) The purpose of this Invitation to Bid (ITB) is to secure firm prices and establish a term contract for electrical services on an as needed basis. The scope of services includes small projects and repairs to single an 3phase electrical systems and devices. Staff recommends award primary vendor and two alternates. The annual financial impact to the District as estimated by the Physical Plant Department is \$150,000. The term of contract is June 25, 2019 through June 24, 2020 and may, by mutual-agreement between the Board and the awardee, be renewed for three additional one-year periods. The Purchasing Department recommends award to Bismark Electrical Services Inc. as the primary award and Paragon Electric of Vero Inc., Gerelcom Inc., and Complete Electric Inc. Please see attached backup. Superintendent recommends approval.

Chairman Zorc called for a Motion. <u>Mrs. Justice moved approval. Dr. Schiff seconded</u> the motion and it car<u>ried unanimously, with a 5-0 vote</u>.

I. Approval of Agreement for Contracted Services per Bid SDIRC 16-0-2019JC for Electrical Contractors to Bismark Electrical Services Inc. as the Primary Award and Paragon Electric of Vero Inc., Gerelcom Inc., and Complete Electric Inc. as Alternate Awards - Mr. Teske

Approval is recommended for the Agreement for Contracted Services between the School District of Indian River County and the following vendors for electrical services on an as needed basis; Bismark Electrical Services, Paragon Electric of Vero Beach, Gerelcom Inc and Complete Electric Inc. The scope of services includes small projects and repairs to single an 3phase electrical systems and devices. The annual financial impact to the District as estimated by the Physical Plant Department is \$150,000. The term of contract is June 25, 2019 through June 24, 2020 and may, by mutual-agreement between the Board and the awardee, be renewed for three additional one-year periods. Please see attached backup. Superintendent recommends approval.

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

# J. Approval to Award SDIRC #18-0-2019JC ITB Co-Op Bid for Milk Products to Borden Dairy of Florida – Mr. Teske (JC)

The purpose and intent of this Invitation to Bid is to secure firm pricing for the purchase and delivery of milk and milk products for the School District of Indian River County, Okeechobee County School District and St. Lucie County Public Schools. Milk products are offered as a menu component for the National School Breakfast, Lunch and Snack Programs and are an a la carte beverage for sale within the district's elementary, middle and high schools. The initial fiscal impact for SDIRC is \$321,571.00. The breakfast, lunch and snack meal components are reimbursed by the United States Department of Agriculture therefore there is no net cost to the District. The Purchasing Department recommends award to Borden Dairy of Florida as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. The term of bid will be from June 25, 2019 through June 24, 2022 and may, by mutual-agreement between the School District and the awardee, be renewed for two additional one-year periods. All prices, terms and conditions shall be firm for the term of this bid. Please see attached backup. Superintendent recommend approval.

Chairman Zorc called for a Motion. <u>Mrs. Barenborg moved approval. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote</u>. Ms. Traci Simonton came to the podium to respond to a question. There was a brief discussion on this item.

# K. Approval to Renew SDIRC #21-0-2018JC ITB for Athletic Supplies and Uniforms with Multiple Vendors - Mr. Teske (JC)

Pursuant to the terms and conditions of RFP #21-0-2018JC, the Purchasing Department is requesting approval to renew this Invitation to Bid for the purchase and delivery of athletic supplies and uniforms to schools and departments at discounted pricing. The awarded vendors are Bliss Products & Services, BSN Sports/Passon's Sports/US Games, Vero Sports Equipment Co. d/b/a Dave's Sporting Goods, Flaghouse, Inc., Henry Schein Inc., Medco Supply, MF Athletic/MFAC LLC, Neff Motivation, Inc., Palos Sports, Inc., Pyramid School Products, S & S Worldwide, Scott's Sporting Goods, and Varsity Spirit Fashions. Aluminum Athletic Equipment and Riddell did not return their renewal letter. The estimated annual expenditure is \$87,000. All prices, terms and conditions shall remain the same for the new contract period of June 27, 2019 through June 26, 2020. Please see attached backup. Superintendent recommends approval.

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

# L. Approval of FOCUS School Software Five Year Amendment and 18/19 License for Student Information System (SIS) – Mr. Teske

FOCUS School Software is the District's current Student Information System (SIS), Enterprise Resource Planning (ERP), and Special Student Services (SSS) application. This system maintains student information such as demographic data, grades, attendance, discipline, and schedules. Pursuant to Florida Administrative Rule 6A-1.012, copyrighted software is bid exempt. This amendment will continue the current SIS pricing of \$4.00 per student for the application and \$1.00 per student for hosting services. The cost impact to the District is \$5 per student/per year based on enrollment. The cost for 18/19 is \$95,310.00, and will be funded through the voter approved .50 millage. Superintendent recommends approval.

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

### M. Approval of to Issue Purchase Order to PowerSchool for Year 2 Hosting Services – Mr. Teske

Since 2004, Performance Matters (Now PowerSchool) has provided the District with an assessment and data management system for creating, delivering, and scoring local benchmark assessments, as well as analyzing student performance on local, state, and national assessments. The Board approved a three-year hosting services agreement on 06/26/2018 and this will provide the service for year two. The cost impact for year two (2019-2020) is \$136,334.00 and will be paid through .50 Voter Millage. Superintendent recommends approval.

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

# N. Approval to Piggyback Florida Cisco WSCA Contract (AR233 4322000 – WSCA-14-ACS) for 5-year Licensing, Hardware, and Software Maintenance Support from Presidio – Mr. Teske

Approval is sought to enter into a 5-year agreement to license Cisco Collaboration Flex Plan. This 5-year commitment is to support the licensing, hardware and software maintenance support for network switches, core communication switches, voice and collaboration systems for the District and 2000-3000 users. The 5-year commitment is \$499,200.00 and would represent a 5-year savings of \$154,879.90 vs our current licensing model. First year pricing, quote attached, is for \$99,840.00 and will be paid through the General Fund. 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.

### O. Approval to Piggyback Florida Cisco WSCA Contract (AR233 4322000 – WSCA-14-ACS) to Purchase 25 Communication Routers from CDW-G – Mr. Teske

Approval is sought for the purchase of voice routers to support telephone communications within schools, between schools, and outside the District. These routers have the capability to support internal communications and limited 911 service should internet or district-wide communications be disrupted. This will replace the existing 10-year-old devices that are out of hardware support. The cost will be \$152,965, for hardware and installation services, and will be funded through the .50 voter approved millage. Superintendent recommends approval.

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

#### **DELETED:**

- P. Approval to Renew the 2019-2022 agreement with Aetna Employee Assistance
  Program. Dr. Moxley
- Q. Approval to Increase the Health Insurance Fund Dr. Moxley

Health Insurance Fund increase by 6.2%, (\$1,159,000) for Benefits' plan year 2019-20, (Oct 1, 2019 to September 30, 2020) recommended by the employee benefits consultants, Aon and the Health Insurance Advisory Task Force (HIATF) as discussed at the Board Workshop held May 14, 2019. Please see attached documentation. Superintendent recommends approval.

Dr. Moxley had this removed at the beginning of the meeting and will present it at the July 2, 2019 Special Business Meeting.

# R. Approval for Board Members Membership to the Florida School Board Association (FSBA) – Chairman Zorc

This membership is a cost of \$15,375 for the full Board. Shall an individual Board Member wish to invoke 617.221 (2) F. S, the cost would be \$3,075 per Board Member for 7/1/2019 - 6/30/2020. Chairman recommends approval.

Chairman Zorc called for a Motion. <u>Dr. Schiff moved approval. Mrs. Justice seconded the motion and carried unanimously, with a 5-0 vote</u>. There was a brief discussion on this.

#### VIII. SUPERINTENDENT'S REPORT

Chairman Zorc recognized Dr. Moxley. Dr. Moxley recognized Mr. Keeler, Director of Career & Technical Education. She also asked the Board Members some questions with regards to the FSBA Training. Congratulations to VBHS on their accreditation, getting out visiting the schools, and thanked the Board Members for a great day.

#### IX. DISCUSSION

#### ADDED ON:

Hosting an Interlocal (IRC) Government Workshop – Mrs. Zorc

Topic: Increasing Cost of Health Insurance, Overview of Best Practices, and Foreseeable Challenges Ahead

Chairman Zorc shared her thoughts and ideas of hosting a workshop to brainstorm with others here in the Joe N. Idlette, Jr., TEC. She shared who would be invited and more details to come. Each of the Board Members agreed it would be a good idea.

### X. SCHOOL BOARD MEMBER MATTERS

Chairman Zorc recognized Mrs. Justice to start with School Board Member Matters. Each of the Board Members shared some of the things they did since the last Board Meeting.

#### XI. INFORMATION AGENDA

No information items

#### XII. SUPERINTENDENT'S CLOSING

Dr. Moxley said she looks forward to celebrating the student achievements when the scores come out.

#### XIII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 8:10 p.m.



The District School Board of Indian River County met on June 25, 2019, at 1:00 p.m. The Superintendent's Workshop was held in the Joe N. Idlette, Jr. Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Laura Zorc, and Vice Chairman Tiffany M. Justice. Along with Board Members: Teri Barenborg, Jacqueline Rosario, and Dr. Mara Schiff were present. Dr. Susan Moxley, Superintendent of Schools; and Suzanne D'Agresta, School Board Attorney, were also present.

### **Superintendent's Workshop Minutes**

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

### II. Purpose of the Meeting

Chairman Zorc recognized Dr. Moxley to explain the Purpose of the Meeting. Dr. Moxley explained this is for information the District wishes to share along with items that will be presented to the Board on this evenings Business Meeting Agenda.

#### III. PRESENTATIONS

Dr. Moxley introduced Mrs. D'Agresta to review the requested changes on the Policy for Public Participation at Board Meetings along with the Citizen Input Form proposed changes. The Board Members had an open discussion on the proposed changes and made some suggestions. It was suggested to go to a card type form. The Board was satisfied with the policy and form updates.

Dr. Moxley then introduced Mr. Jon Teske, Assistant Superintendent of Operations; Mr. Robert Michael, Director of Physical Plant; and Ann Rieben, Coordinator of Custodial Services. Mr. Michael started off with their presentation and shared a PowerPoint. The presentation was to share a proposed Custodial Services change in structure. Each of the items on the PowerPoint were reviewed and discussed. Each of the Board Members questions were answered. Dr. Moxley shared some of the Board Members concerns, especially when it came to the financial part of the process. She said this was just something they wanted to look at and share with the Board Members. There were pros and cons shared throughout the presentation. This would be further reviewed.

Chairman Zorc called for a break at 2:56 p.m. She reconvened the workshop at 3:03 p.m.

Dr. Moxley prefaced the introduction of the Health Insurance Update with this being a review of what was covered from a previous workshop. She also shared that the Board would see this being presented to them as an Action Agenda item on the Business Meeting Agenda that evening. She then introduced Ms. Meri-De Mercado, Coordinator

of Risk Management and Benefits, who would update the Board Members and audience on HIATF recommendations. The Board Members also shared information from an email they had received earlier that morning with regards to this increase. The Board Members expressed many concerns with regards to the increase and asked for alternatives. Ms. Mercado also had two additional slides on the Health Insurance Fund and Safe Harbor Numbers. Dr. Moxley suggested that she pull this item from that evenings agenda until additional information was provided. Chairman Zorc agreed. Dr. Moxley said they would provide other break-downs as the Board Members requested. There was also a discussion on the 2 Credit Employee potential change and how they wished to move forward with that. It was Board Consensus to offer a four year phase out plan. This would be brought forward at the July 2, 2019 Special Business Meeting.

Dr. Moxley moved on the FSBA Membership and Master Board Training. She explained the membership was being brought forward at that evenings Business Meeting. Dr. Moxley then explained the Master Board Training and reviewed the hand-outs. She reviewed the hours and amount with the Board Members. The plan is to have this sometime in late July.

- 1) Policy Review
- 2) Custodial Services Program
- 3) Health Insurance Update
- 4) FSBA Membership and Master Board Training
- IV. ADJOURNMENT Chairman ZorcMeeting adjourned at approximately 4:58 p.m.

The District School Board of Indian River County met on July 2, 2019, at 10:00 a.m. The Special Business Meeting was called and attended by a majority of the members of the Board, and 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. Susan Moxley, Superintendent of Schools, was present; and Neysa Borkert, Attorney, was present on behalf of Suzanne D'Agresta, School Board Attorney.

### **Special Business Meeting Minutes**

- I. Meeting was called to order by Chairman Zorc at 10:00 a.m.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG was led by Dr. Moxley.

Chairman Zorc asked Dr. Moxley to explain the purpose of the meeting. Dr. Moxley explained that this was for the item that was pulled from the June 25, 2019 Business Meeting and was time sensitive.

#### III. ADOPTION OF THE ORDERS OF THE DAY

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

### IV. CITIZEN INPUT

There was no Citizen Input.

#### V. CONSENT AGENDA

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

### A. Approval of Personnel Recommendations – Dr. Moxley

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

#### VI. ACTION AGENDA

#### A. Approval to Increase the Health Insurance Fund – Dr. Moxley

Health Insurance Fund increase by 6.2%, (\$1,159,000) for Benefits' plan year 2019-20, (Oct 1, 2019 to September 30, 2020) recommended by the employee benefits consultants, Aon and the Health Insurance Advisory Task Force (HIATF) as discussed

at the Board Workshop held May 14, 2019. Please see attached documentation. Superintendent recommends approval.

Chairman Zorc recognized Dr. Moxley to present this Action Item. Dr. Moxley introduced Amanda Lorenz, Actuarial Consultant from Aon, and asked Ms. Lorenz to come to the podium to speak along with Meri-De Mercado, Coordinator of Risk Management and Benefits. Ms. Lorenz and Ms. Mercado reviewed the back-up documents with the Board Members.

Chairman Zorc called for a Motion. Mrs. Rosario moved approval. Dr. Schiff seconded the motion. Mrs. Rosario had questions on the past recommendations. Chairman Zorc called for a 10-minute recess for Ms. Mercado and Ms. Lorenz to see if they could obtain this information for the Board.

Recess was called at 10:20 a.m. Chairman Zorc reconvened the meeting at 10:40 a.m.

Chairman Zorc recognized Dr. Moxley to share information that was located during the recess that would assist in the question from Mrs. Rosario. Each of the Board Members provided their opinions and thoughts of which increase percentage they wished to support. There was clarification of when AON became the new broker for the District and why. Chairman Zorc also asked Ms. Liz Cannon to come to the podium and share some details that she had. After the Board Members discussed their opinions, Chairman Zorc recognized Mrs. Rosario. Mrs. Rosario made a motion to amend her motion of 6.2% to 4.6% increase. Dr. Schiff seconded the amended motion. Chairman Zorc called for the vote. Mrs. Rosario and Dr. Schiff voted in favor of the 4.6% increase. Chairman Zorc, Mrs. Justice, and Mrs. Barenborg voted NAY. Mrs. Barenborg then made a motion to amend the 6.2% increase to 5.0% increase. Chairman Zorc seconded the motion and called for a vote. The 5% increase passed with a 3-2 vote. Chairman Zorc, Mrs. Barenborg, and Mrs. Rosario voted in favor of the 5% increase. Mrs. Justice and Dr. Schiff voted NAY. Chairman Zorc called for the vote of the 6.2% increase based on the original motion. The vote for the 6.2% increase did not carry, the final vote was 0-5. All Board Members opposed.

#### VII. SUPERINTENDENT'S REPORT

Dr. Moxley thanked the Board Members for their decision. She explained that she would monitor the reports and knew this was a difficult decision.

# VIII. DISCUSSION No discussion items

# IX. SCHOOL BOARD MEMBER MATTERS Each of the Board Members shared some outside meeting information.

# X. INFORMATION AGENDA No information items

# XI. SUPERINTENDENT'S CLOSING Dr. Moxley wished a safe 4<sup>th</sup> of July to everyone.

XII. ADJOURNMENT – Chairman Zorc

Meeting adjourned at approximately 11:43 a.m.



#### **CONSENT AGENDA 7/23/19**

#### **Personnel Recommendations**

## 1. <u>Instructional Changes</u>

Carpenter, Tobey – from non-renew to Storm Grove Middle, Science Teacher 8/5/19 Coulter-Dickens, Candice – from non-renew to Gifford Middle, Reading Teacher 8/5/19 Hanlon, Mark – from non-renew to Oslo Middle, 6<sup>th</sup> Grade Teacher 8/5/19 Mora, Rudy – from non-renew to VBHS, Science Teacher 8/5/19 Raines, Rachel – from non-renew to Liberty Magnet, Primary Teacher 8/5/19

Stelick, Morgan – from non-renew to Storm Grove Middle, English/Language Arts
Teacher 8/5/19

Trumble, Jason – from non-renew to Vero Beach Elementary, 4th Grade Teacher 8/5/19

## 2. Instructional Leaves

Bias, Autumn – Liberty Magnet, 8/5/19 – 10/28/19

Cisneros, Patricia – Vero Beach Elementary, 8/5/19 – 5/29/19

Daniele, Chelsea – Fellsmere Elementary, 8/12/19 – 9/13/19

Young, Vienna – Beachland Elementary, 8/5/19 – 10/4/19

#### 3. Instructional Promotions

Alvey, Diane – from Wabasso, ESE Teacher Assistant to Wabasso, ESE Teacher 8/5/19

Greenidge, Sharette – from Alternative Center for Education, Teacher Assistant to Alternative Center for Education, Dropout Prevention Teacher 8/5/19

Odom, Randy – from Indian River Academy, Behavioral Technician to Indian River Academy, Physical Education Teacher 8/5/19

#### 4. Instructional Transfers

Brister, Cynthia – from Oslo Middle, PE Teacher to VBHS, PE Teacher 8/5/19 Celesti, Sandra – from SRHS, Math Teacher to SRHS, ESE Support Facilitation Teacher 8/5/19

Cornacchione, Ann Marie – from Sebastian River Middle, Reading Teacher to SRHS, Reading Teacher 8/5/19

Cosner, Andrea – from VBHS, Guidance Counselor to Fellsmere Elementary, Primary Teacher 8/5/19

Denniston, Lindsey – from Liberty Magnet, 3<sup>rd</sup> Grade Teacher to Treasure Coast Elementary, 4<sup>th</sup> Grade Teacher 8/5/19

Ferraro, Ivonne – from Gifford Middle, Guidance Counselor to Oslo Middle, Guidance Counselor 7/22/19

Holley, Pamela – from Dodgertown, Media Specialist to Oslo Middle, Reading Teacher 8/5/19

House, Tessa – from Fellsmere Elementary, 1st Grade Teacher to Rosewood Magnet, Primary Teacher 8/5/19

Jenkins, Carisa – from Glendale Elementary, 3<sup>rd</sup> Grade Teacher to Liberty Magnet, 5<sup>th</sup> Grade Teacher 8/5/19

Kastner, Stacy – from Vero Beach Elementary, ESE Teacher to Osceola Magnet, ESE Teacher 8/5/19

Kurrus, Melissa – from Fellsmere Elementary, 5<sup>th</sup> Grade Teacher to Sebastian River Middle, 6<sup>th</sup> Grade teacher 8/5/19

McDonough, Brandi – from VBHS, ESE Teacher Assistant to Oslo Middle, Language Arts Teacher 8/5/19

Morgan, Crystal – from Indian River Academy, Math Coach/Interventionist to Osceola Magnet, 3<sup>rd</sup> Grade Interventionist 8/5/19

Moroishi, Juliana – from Storm Grove Middle, Spanish Teacher to VBHS, Spanish Teacher 8/5/19

## Perakes, Tricia – from Liberty Magnet, 5<sup>th</sup> Grade Teacher to Sebastian Middle, Science Teacher 8/5/19

Ragley, Elaine – from Vero Beach Elementary, Math Coach/Interventionist to Indian River Academy, Math Coach/Interventionist 8/5/19

Sanders, Angela J – from Rosewood Magnet, 1<sup>st</sup> Grade Teacher to Storm Grove Middle, Reading Teacher 8/5/19

Whelan, Karen – from Pelican Island Elementary, 3<sup>rd</sup> Grade Teacher to Beachland Elementary, 3<sup>rd</sup> Grade Interventionist 8/5/19

White, Sherry – from Vero Beach Elementary, Library/Media Specialist to Oslo Middle, Library/Media Specialist 8/5/19

#### 5. Instructional Separations

Belford, Melanie – Fellsmere Elementary, resignation 5/25/19

Bonney, Douglas – Wabasso, resignation 5/29/19

## Damutz, Catherine – Oslo Middle, exiting DROP 8/9/19

Dribben, Tracey – VBHS, resignation 5/29/19

Festagallo, Alisa – Fellsmere Elementary, resignation 5/29/19

Fielder, Vickie – Beachland Elementary, entering DROP 7/1/19

Frank, Alexandra – Storm Grove Middle, resignation 5/29/19

Haddad, Danielle – VBHS, resignation 6/12/19

## Harris, Nancy – Wabasso, entering DROP 7/1/19

Lowrey, Lisa – Gifford Middle, resignation 5/29/19

Palmer, Wendy – SRHS, entering DROP 9/1/19

Rhoden, Alison – Oslo Middle, exiting Drop 8/8/19

Vilardi, Rebecca – Dodgertown Elementary, resignation 5/29/19

Wilson, Kelly – Rosewood Magnet, retirement 7/1/19

#### 6. Instructional Employment

Celaya, Jessica – Rosewood Magnet, Intermediate Teacher 8/5/19

Combs, Angela – VBHS, Guidance Counselor 7/22/19

Eatman, Brittany – Osceola Magnet, 5<sup>th</sup> Grade Teacher 8/5/19

Huber, Nicole – Indian River Academy, ESE Teacher 8/5/19

Kaskey, Larry – SRHS, Biology Teacher 8/5/19

## LeClair, Aimee – Oslo Middle, Physical Education Teacher 8/5/19

King, Rachel – Storm Grove Middle, 6th Grade Math Teacher 8/5/19

Korzon, Amy – Beachland Elementary, Primary Teacher 8/5/19

Lange, Hilary – SRHS, Physical Education Teacher 8/5/19

Lahodik, Maritza – Sebastian River Middle, Foreign Language Spanish I Teacher 8/5/19

LaViska, Elizabeth – Dodgertown Elementary, 5th Grade Teacher 8/5/19

Lemaster, Jodi – Glendale Elementary, Intermediate Teacher 8/5/19

Lenderman, Keema – Storm Grove Middle, English/Language Arts Teacher 8/5/19 Luna, Dolores – Indian River Academy, Intermediate English/Language Arts Teacher 8/5/19 Matz, Eric – VBHS, Social Science Teacher 8/5/19

Melagrano, Carol – Treasure Coast Elementary, Kindergarten Teacher 8/5/19

Miller, Emily – Indian River Academy, Primary Teacher 8/5/19

Mosher, Michelle – Oslo Middle, Language Arts Teacher 8/5/19

Peterson, Constance - Gifford Middle, Guidance Counselor 7/22/19

Power, Najwa – Oslo Middle, Language Arts Teacher 8/5/19

Rasdall, Dean – VBHS, JROTC Instructor 7/15/19

Roberts, Melissa – Indian River Academy, Primary teacher 8/5/19

Schulster, Steven - Oslo Middle, Science Teacher 8/5/19

Strazinsky, Sophia – Sebastian Elementary, Art Teacher 8/5/19

Tilley, Christina – Fellsmere Elementary, Primary Teacher 8/5/19

Thomas, Melinda – Storm Grove Middle, ESE Teacher 8/5/19

Thomas, Richard – Sebastian River Middle, Science Teacher 8/5/19

Torres, Aisha – Sebastian River Middle, Science Teacher 8/5/19

Wade, Jessica – Storm Grove Middle, Reading Teacher 8/5/19

Whiley, Kristin - VBHS, English Teacher 8/5/19

## 7. Support Staff Leaves

Espinosa, Ruth – VBHS, 7/31/19 – 10/23/19

Hussain, Rizwana – Indian River Academy, 8/12/19 – 8/28/19

Ganter, Arlene – Sebastian River Middle, 9/3/19 – 9/11/19

Koekkoek, David – Physical Plant, 8/1/19 – 10/25/19

## 8. Support Staff Promotions

Guerrero, Paul – from Dodgertown Elementary, Custodian to Treasure Coast Elementary, Head Custodian 7/15/19

Herlan, Kyla – from Wabasso, ESE Teacher Assistant to Wabasso, Behavior Tech 8/12/19

Mosteiro, Marisol – from Fellsmere Elementary, Custodian to Fellsmere Elementary, Head Custodian 8/1/19

## 9. Support Staff Transfers

Ausby, Charleen – from Sebastian River Middle, Food Service Cook (6 hour) to Vero Beach Elementary, Food Service Cook (6 hour) 8/12/19

Daugherty, Lisa – from Gifford Middle, Food Service Assistant (5 hour) to VBHS, Food Service Assistant (5 hour) 8/12/19

Footman, Chante – from Dodgertown, Food Service Assistant (4 hour) to Gifford Middle, Food Service Assistant (4 hour) 8/12/19

Fortner, Staci – from Fellsmere Elementary, ESE Teacher Assistant to Osceola Magnet, ESE Teacher Assistant 8/12/19

Martin, Katherine – from Osceola Magnet, Food Service Assistant (5.5 Hour) to Dodgertown Elementary, Food Service Assistant (5.5 Hour) 8/12/19

MacLeod, Paula - Citrus Elementary, ESE ASD Teacher Assistant 8/12/19

McGough, Traci – from ESE, School Psychologist (.6) to ESE, School Psychologist (.8) 8/1/19

Muir, Darlene – from Oslo Middle, Food Service Assistant (4 hour) to Oslo Middle, Food Service Assistant (5 hour) 8/12/19

Reddie, Juliet – from Dodgertown, Food Service Assistant (4 hour) to VBHS, Food Service Assistant (4 hour) 8/12/19

Santos, Sasha – from Oslo Middle School, Food Service Assistant (4 hour) to Oslo Middle School, Food Service Assistant (5 hour) 8/12/19

Solis, Jaquelyn – from Pelican Island Elementary, ESE Self-Care Aide to Fellsmere Elementary, ESE Teacher Assistant 8/12/19

Wolf, Jennifer – from ESE, School Psychologist (1.0) to ESE, School Psychologist (.8) 8/1/19

Woods, Yolanda – from Transportation, Bus Assistant to VBHS, ESE Teacher Assistant 8/12/19

## 10. Support Staff Separations

Bartholomew, Janet – VBHS, entering DROP 10/1/19

Carter, George - Storm Grove Middle, exiting DROP 10/31/19

Goines, Sirena – Transportation, resignation 7/10/19

Langlois, Alexandre – Indian River Academy, resignation 5/29/19

Lewis, Maximillion – VBHS, resignation 5/28/19

Rednour, Cynthia – Citrus Elementary, resignation 6/17/19

Gale, Rochelle - Pelican Island Elementary, resignation 5/24/19

Sanders, Brittany – SRHS, resignation 7/29/19

## 11. Support Staff Employment

## Bennett, Mary – Extended Day, Student Worker 8/1/19

Brothers, Jillian – Fellsmere Elementary, Head Custodian, to Wabasso, ESE Teacher Assistant 8/12/19

## Bryant, Brittnia – Osceola Magnet, Food Service Assistant (5.5 hour) 8/12/19 Campbell, Tina – Beachland Elementary, Food Service Assistant (4 hour) 8/12/19

Donovan, Margaret - Student Services, School Psychologist 8/1/19

Dunton, Jaret – Rosewood Magnet, Extended Day Child Care Assistant (Part-time) 8/12/19

## Edwards, Dana – Fellsmere Elementary, Custodian 8/1/19

Lovett, Michelle – Indian River Academy, Food Service Assistant (5.5 hour) 8/12/19

Murphy, Brennen – Osceola Magnet, ESE Teacher Assistant 8/12/19

Ritchie, Carolyn – SRHS, Food Service Assistant (4 hour) 8/12/19

## Robinson, Jaimie – Storm Grove Middle, Food Service Assistant (4 hour) 8/12/19

Roy-DelaPaz, Lucy – Fellsmere Elementary, Extended Day Financial Coordinator (Parttime) 8/1/19

Snyder, Eric – SRHS, ESE Teacher Assistant 8/12/19

Viladrosa, Claudia – ESE District Wide, Secretary I (Preschool Evaluation Team/FDLRS) 7/9/19

Vulovic, Andjela – Student Services, School Social Worker (Temporary Part-time) 7/8/19

West, Eric – Pelican Island Elementary, ESE Teacher Assistant 8/12/19

## 12. Administrative Transfers

## Pierandozzi, Kathrine – from Wabasso, Principal to Curriculum and Instruction, Executive Director of ESE and Student Services 7/24/19

Robinson, Eddie – from VBHS, Assistant Principal to Strom Grove Middle, Assistant Principal 7/22/19

#### 13. Administrative Separations

Poole, Hilary – Storm Grove Middle, resignation 6/17/19
Torres-Martinez, Lillian – Curriculum and Instruction, retirement 7/23/19

## 14. Approval of Placement in Instructional Substitute Pool

Boatright, Michael – Human Resources, Substitute Teacher 8/12/19
Garone, Jodie – Human Resources, Substitute Teacher 8/12/19
Gilmore, Kristine – Human Resources, Substitute Teacher 8/12/19
Harness, Jeffrey – Human Resources, Substitute Teacher 8/12/19
Hopkins, Lori – Human Resources, Substitute Teacher 8/12/19
Krekel, Alan – Human Resources, Substitute Teacher 8/12/19
Kulp, Nancy – Human Resources, Substitute Teacher 8/12/19
Moore, Christina – Human Resources, Substitute Teacher 8/12/19
Roberts, Alicia – Human Resources, Substitute Teacher 8/12/19
Samberg, Susan – Human Resources, Substitute Teacher 8/12/19
Smith, Taylor – Human Resources, Substitute Teacher 8/12/19

## 15. Approval of Placement in Support Staff Substitute Pool

Alzahrani, Hana – Food and Nutritional Services, Substitute Food Service Assistant 8/5/19

Dozer, Beth – Human Resources, Substitute Teacher Assistant 8/12/19
Jones, Justice – Human Resources, Substitute Teacher Assistant 8/12/19
Montgomery, April – Transportation, Substitute Bus Assistant 8/6/19
Roberts, Alicia – Human Resources, Substitute Teacher Assistant 8/12/19
White, Matthew – Food and Nutritional Services, Substitute Food Service Assistant 8/5/19

- 16. Attached is the new job description for the position of Coordinator of Exceptional Student Education.
- 17. Attached is the new job description for the position of Coordinator of Student Services.

#### SCHOOL DISTRICT OF INDIAN RIVER COUNTY

## COORDINATOR OF EXCEPTIONAL STUDENT EDUCATION

## JOB DESCRIPTION

#### **QUALIFICATIONS:**

- (1) Master's degree in Educational Leadership or related field from an accredited educational institution.
- (2) Certification in Educational Leadership and in one or more areas of exceptional student education, student services or a field related to the titled position.
- (3) Minimum of five (5) years of experience and/or training in the field related to the titled position and at least two (2) years in leadership roles in public education.
- (4) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of innovative practices and current trends in exceptional education. Knowledge of issues related to exceptional education curriculum and instructional techniques. Knowledge of rules, regulations, statutes, policies, special programs and procedures affecting disabled individuals (IDEA, Section 504, ADA) on a federal, state and local level. Knowledge of computerized student database systems (FTE reports, suspension information and student records). Ability to provide consultation and advice to teachers, parents, and district staff on exceptional education policies and procedures, rules, regulations and laws. Ability to organize and direct meetings related to exceptional education at all levels in the district and schools; to provide conflict resolutions pertaining to critical issues at exceptional education staffings, preexpulsion meetings and educational planning conferences. Ability to communicate, plan and disseminate precise exceptional education strategies and related information. Ability to supervise people. Ability to direct and oversee large scale projects. Ability to manage multiple priorities. Ability to keep abreast of latest technologies required in the accomplishment of job. Ability to plan and manage a budget. Ability to communicate effectively with the public, all levels of school district personnel, community agencies and parents. Ability to maintain effective working relationship with other employees. Ability to travel within and outside of Indian River County.

#### **REPORTS TO:**

Executive Director of Exceptional Student Services & Student Services

#### **JOB GOAL**

To administer a continuum of comprehensive programming and services, plan, direct, and review the activities and operations of the department, **including but not limited to**, federal and state grant programs, exceptional education, section 504, guidance, psychologists, social workers, behavior support staff.

#### **SUPERVISES:**

Assigned personnel.

#### PERFORMANCE RESPONSIBILITIES:

#### **Service Delivery**

- \*(1) Manage the implementation of and evaluate all exceptional student education programs.
- \*(2) Ensure all exceptional students receive an appropriate education and their parents/guardians have been informed of the student's recommended educational placement and of their due process rights.
- \*(3) Review the recommendations of the evaluating specialists and the staffing committee.
- \*(4) Determine student eligibility for special programs as defined in State Board of Education regulations and the Indian River County Procedures of Exceptional Student Education.
- \*(5) Inform, in writing, the appropriate school principal of the student's eligibility for a special program.
- \*(6) Manage and monitor the implementation of Section 504 of the Rehabilitation Act.
- \*(7) Manage and monitor the implementation of the Americans with Disabilities Act (ADA).
- \*(8) Manage the development, implementation and evaluation of exceptional student education curriculum.
- \*(9) Interface goals with the Exceptional Student Education (ESE) Strategic Plan, ESE Parent Advisory Council/School Improvement Plans and Florida School Comprehensive Assessment Test (FSA/FCAT) initiatives.
- \*(10) Certify FSA FCAT waivers for ESE.
- \*(11) Provide leadership to schools for identifying and working with district and service agency personnel to meet students' needs.
- \*(12) Analyze reviews and recommend how program delivery services will affect annual FTE projections.
- \*(13) Review and provide leadership in ESE and student services projects and grants.
- \*(14) Coordinate and implement services, including but not limited to Medicaid.
- \*(15) Serve/participate as Exceptional Student Education Due Process Coordinator.
- \*(16) Complete all legal ESE and student service staff work and research for litigation in due process hearings, Department of Education (DOE) and Office of Civil Rights (OCR) complaints and court proceedings.
- \*(17) Investigate/analyze parent complaints to determine appropriate action/strategies.
- \*(18) Investigate and monitor OCR and Equal Employment Opportunity Commission (EEOC) complaints.
- \*(19) Provide technical assistance with the Americans with Disabilities Act (ADA) along with its Transition Plan.
- \*(20) Assist in the development of ADA Accommodation Plans.
- \*(21) Supervise and direct the diagnosis of students' individual problems and psychological testing including monitoring for procedural compliance.
- \*(22) Coordinate and monitor all ESE and student services cooperative agreements and contracts.
- \*(23) Coordinate and manage activities with Florida Diagnostic Learning Resource Center.
- \*(24) Monitor data from student referral to eligibility for special programs.
- \*(25) Evaluate the curriculum of exceptional education programs in terms of individual students' needs and achievements.
- \*(26) Provide parent training opportunities.

## Inter/Intra-Agency Communication and Delivery ©EMCS

- \*(27) Collaborate and provide leadership as well as technical assistance for administrators and other personnel in all areas of exceptional education.
- \*(28) Assist guidance counselors and other designated school personnel in screening, evaluating, staffing and placement procedures of all students.
- \*(29) Respond to inquiries and concerns in a timely manner.
- \*(30) Serve on district, state or community councils or committees as assigned or appropriate.
- \*(31) Provide oversight and direction for cooperative planning with other agencies.
- \*(32) Assist in the interpretation of programs, philosophy and policies of the district to staff, students, parents and the community.
- \*(33) Work closely with district and school staffs to support school improvement initiatives and processes.

#### **Professional Growth and Improvement**

- \*(34) Conduct ESE research on pertinent issues and inform district and school personnel of information.
- \*(35) Keep informed of legal requirements governing exceptional student education and stay current on other issues such as Family Educational Rights and Privacy Act (FERPA).
- \*(36) Maintain a network of peer contacts through professional organizations.
- \*(37) Keep informed and disseminate information about current research, trends and best practices in area of responsibility.
- \*(38) Provide leadership in the development, implementation and evaluation of staff development activities for exceptional student education.
- \*(39) Attend training sessions, conferences and workshops as assigned to keep abreast of current practices, programs and legal issues.

#### **Systemic Functions**

- \*(40) Recommend policies and procedures for ESE.
- \*(41) Develop district plan for exceptional education.
- \*(42) Schedule and prepare required contracts, projects and reports for School Board approval.
- \*(43) Review FTE information on all ESE programs.
- \*(44) Represent the district in a positive and professional manner.
- \*(45) Supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions.
- \*(46) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- \*(47) Develop annual goals and objectives consistent with and in support of district goals and priorities.

#### Leadership and Strategic Orientation

- \*(48) Provide leadership in establishing new programs and developing improved understanding in existing programs.
- \*(49) Provide leadership and guidance in the development of annual goals and objectives for assigned department or program.
- \*(50) Assist in implementing the district's goals and strategic commitment.
- \*(51) Exercise proactive leadership in promoting the vision and mission of the district.
- \*(52) Set high standards and expectations and promote professional growth for self and others.

- \*(53) Utilize appropriate strategies and problem-solving tools to make decisions regarding, planning, utilization of funds, delivery of services and evaluation of services provided.
- \*(54) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment.

Perform other tasks consistent with the goals and objectives of this position.

#### PHYSICAL REQUIREMENTS:

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

Job Description Supplement 11

#### TERMS OF EMPLOYMENT:

Adminstrative Pay Grade ADM VII 250 days worked per year (12 months)

#### **EVALUATION:**

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

<sup>\*</sup>Essential Performance Responsibilities

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

## **COORDINATOR OF STUDENT SERVICES**

## **JOB DESCRIPTION**

#### **QUALIFICATIONS:**

- (1) Master's degree in Educational Leadership or related field from an accredited educational institution.
- (2) Certification in Educational Leadership and in one or more areas of exceptional student education, student services or a field related to the titled position.
- (3) Minimum of five (5) years of experience and/or training in the field related to the titled position and at least two (2) years in leadership roles in public education.
- (4) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of current state and national standards. Knowledge of effective school concepts and principles. Knowledge of state-of-the-art research and best practices in areas of responsibility. Knowledge of statutory and regulatory requirements in areas of responsibility. Knowledge and understanding of current technology. Knowledge of federal rules and guidelines pertaining to federal projects, state projects, and school board rules and regulations. Knowledge of evaluation procedures and data analysis. Ability to supervise people. Ability to plan and present information to the public. Ability to make decisions based on relevant information. Ability to understand the Course Code Directory and Florida Statutes related to curriculum requirements. Understanding of the Student Progression Plan and Code of Student Conduct. Ability to direct and oversee large scale projects. Ability to manage multiple priorities. Ability to keep abreast of latest technologies required in the accomplishment of job. Ability to plan and manage a budget. Ability to communicate effectively with the public, all levels of school district personnel, community agencies and parents. Ability to maintain effective working relationship with other employees. Ability to travel within and outside of Indian River County.

#### **REPORTS TO:**

Executive Director of Exceptional Student Education and Student Services

#### **JOB GOAL**

To administer a continuum of comprehensive programming and services, plan, direct, and review the activities and operations of the department, **including but not limited to,** federal and state grant programs, exceptional education, section 504, guidance, psychologists, social workers, behavior support staff.

#### **SUPERVISES:**

**Assigned Personnel** 

#### PERFORMANCE ESPONSIBILITIES:

#### **Service Delivery**

\*(1) Coordinate the planning, implementation and evaluation of the district's

#### comprehensive

program of student services.

- \*(2) Coordinate the evaluation of a student services program with school site personnel.
- \*(3) Provide oversight, review and support of health services for the district.
- \*(4) Direct and supervise psychological services.
- \*(5) Chair meetings of school site student services personnel.
- \*(6) Assist with coordination of alternative programs and Exceptional Student Education

programs to implement all state and local laws.

- \*(7) Gather, select, analyze and evaluate all data pertinent to the student needs of the district.
- \*(8) Provide assistance to write, evaluate and report to the School Board on all state, federal

and private grants.

\*(9) Chair the Suspension Expulsion Review Team (SERT), select team members in concert

with the Superintendent and coordinate the process.

\*(10) Direct and coordinate the planning, implementation and evaluation of discipline-related

services and due process related activities.

\*(11) Oversee the enrollment and assignment process for K-5 students, the district attendance

policy, and truancy issues and concerns.

\*(12) Assist in the development of alternatives to expulsion with the Alternative Education

Center Principal and disseminate information regarding discipline programs.

- \*(13) Serve as the district contact for guidance and counseling services.
- \*(14) Assist in the development of administrative guidelines for student services.
- \*(15) Assist in the development of policies for student services.

#### **Inter/Intra-Agency Communication and Delivery**

- \*(16) Interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
- \*(17) Respond to inquiries and concerns in a timely manner.
- \*(18) Keep supervisor informed of potential problems or unusual events.
- \*(19) Serve on district, state or community councils or committees as assigned or appropriate.
- \*(20) Provide oversight and direction for cooperative planning with other agencies.
- \*(21) Assist in the interpretation of programs, philosophy and policies of the district to staff,

students, parents and the community.

\*(22) Work closely with district and school staffs to support school improvement initiatives

and processes.

\*(23) Work closely with exceptional student education staff to ensure that appropriate services

are made available to identified students.

## **Professional Growth and Improvement**

- \*(24) Maintain a network of peer contacts through professional organizations.
- \*(25) Keep informed and disseminate information about current research, trends and best

practices in area of responsibility.

- \*(26) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \*(27) Facilitate the development, implementation and evaluation of staff development

activities in assigned areas.

\*(28) Attend training sessions, conferences and workshops as assigned or appropriate to keep

abreast of current practices, programs and legal issues.

#### **Systemic Functions**

- \*(29) Provide training and support to school-based staff regarding disciplinary and expulsion procedures.
- \*(30) Represent the district in juvenile justice matters serving as a liaison to the courts, monitor juvenile arrest reports and notify principals of arrests as specified in Florida Statutes.
- \*(31) Represent the district in a positive and professional manner.
- \*(32) Develop or assist in developing the budget and monitor its implementation as required.
- \*(33) Supervise assigned personnel, conduct annual performance appraisals and make

recommendations for appropriate employment actions.

\*(34) Prepare or assist in the preparation of all required reports and maintain all appropriate

records

\*(35) Demonstrate support for the school district and its goals and priorities.

## Leadership and Strategic Orientation

- \*(36) Provide leadership and direction for assigned areas of responsibility.
- \*(37) Provide leadership and guidance in the development of annual goals and objectives for

assigned department or program.

- \*(38) Assist in implementing the district's goals and strategic commitment.
- \*(39) Exercise proactive leadership in promoting the vision and mission of the district.
- \*(40) Set high standards and expectations and promote professional growth for self and others.
- \*(41) Utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided.
- \*(42) Demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action.
- \*(43) Use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment. Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

#### PHYSICAL REQUIREMENTS:

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

Job Description Supplement 11

#### TERMS OF EMPLOYMENT:

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

## **EVALUATION:**

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



## MULTI-DISTRICT PROGRAM AGREEMENT ST. LUCIE COUNTY SCHOOL DISTRICT AND INDIAN RIVER COUNTY SCHOOL DISTRICT 2019-2020 SCHOOL YEAR

This Agreement entered into this \_12\_\_\_ day of \_August\_\_\_\_, 2019 by and between the St. Lucie County School District ("St. Lucie") and the Indian River County School District ("Indian River").

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

St. Lucie and Indian River agree to cooperate in providing services to students with disabilities in the following areas: Intellectually Disabled, Physically Impaired (to include Orthopedically Impaired, Other Health Impaired, and Traumatic Brain Injury), Speech/Language Disabilities, Deaf or Hard of Hearing, Blind or Visually Impaired, Dual/Sensory Impaired, Emotional/Behavioral Disability, Specific Learning Disabilities, Hospitalized/Homebound, Physical or Occupational Therapy, or Autism Spectrum Disorder.

If the school district where the student resides (hereinafter referred to as "resident school district") determines that it cannot provide the appropriate placement and services needed for the student with one of the disabilities listed above, the resident school district may request that the other school district to this agreement (hereinafter referred to as "receiving school district") provide the appropriate placement and services needed.

Upon receipt of a request from the resident school district, if the proposed receiving school district determines, in its sole discretion, that it cannot provide an appropriate placement for the student, then the resident school district shall remain solely responsible for providing the appropriate placement and services, including all costs associated with implementing such placement.

The receiving school district shall receive all FTE funds generated by and associated with the student for whom the services are provided.

It shall be the receiving school district's responsibility to:

- 1. Designate responsibilities for the implementation of school district procedures pursuant to Fla. Admin. Code Rule 6A-6.03411;
- 2. Provide transportation within the receiving school district from one school to another as needed during the school day;
- 3. Provide program and staff supervision; and

4. Use the FTE funds generated by the students served pursuant to this Agreement to fund the programs serving such students.

The resident school district shall provide transportation for the student to and from the resident school district to the school identified by the receiving school district.

This Agreement will be in effect from July 1, 2019 through June 30, 2020. St. Lucie or Indian River may terminate this Agreement by providing the other school district with prior written notice of the school district's intent to terminate the Agreement no earlier than ninety (90) days from the date of the notice.

In witness whereof, the parties have made and executed this Agreement on the date noted above.

ATTEST:	THE SCHOOL BOARD OF ST. LUCIE COUNTY, FLORIDA
E. Wayne Gent, Superintendent	Debbie Hawley, Chair
ATTEST:	THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
Dr. Susan Moxley, Superintendent	Laura Zorc, Chair
Date	Date

# FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

1 ROJECT ATTEICATION							
Please return to:	A) Program Name:		DOE USE ONLY				
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400	Students Attired For Education (S Incentive Fund  TAPS NUMBER: 19		Date Received				
Telephone: (850) 245-0496							
B) Name Sci Office of Student S	Project Number (DOE Assigned)						
C) Total Funds Requested:	D)	Applicant Contact &	Business Information				
\$120,204.00	Contact Name: I	Heather Clark Director, ESE	Telephone Numbers: 772-564-5932				
DOE USE ONLY	Fiscal Contact N	lame: Kim Copeman					
Total Approved Project:	Mailing Address	s:	E-mail Addresses: heather.stanford@indianriverschools.org				
\$							
	Physical/Facilit 6500 57th Ave Vero Beach, FL		DUNS number:				
	FEIN number:						
CERTIFICATION							
I. Dr. Susan Moxley, ( <i>Please Type Name</i> ) as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.  Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application.							
E) Sus as Ma Signature of Agency Head	fo	Superintendent Title	06/19/19 Date				

DOE 100A Revised July 2015



# FLORIDA DEPARTMENT OF EDUCATION BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent:	School District of Indian River
B) DOE Assigned Project Number:	***************************************
C) TAPS Number:	19A103

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
FUNCTION	OBJECT	ACCOUNT TITLE AND NARRATIVE	FTE POSITION	AMOUNT	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
		Computer Software Ripple Effects is an evidence-based personalized social emotional learning tool that promotes educational equity by addressing systemic risk factors, as well as personal ones. This technology uses natural selection patterns to deliver the most relevant set of evidence-based, motivational counseling, SEL skill building, behavioral interventions, and social empowerment practices to each learner, based on personal concerns. Multiple instructional modes per topic provide differentiated learning opportunities for every						
3690	690	student.	0	\$78,910.50	100%			
6300	510	Materials Social Emotional Learning and Literacy PK-5 reading kits Materials Second Step Child Protection and	0	\$16,823.50	100%			
6300	510	Bullying Prevention K-5	0	\$8,285.00	100%			
		School Uniforms	. 0	\$ 500.00				
		Behavior Management Software and Curriculum		\$ 800,00				
		SAFE Act Class Calming Corner	0		100%			
6400	390	Social-Emotional Learning Curriculum	0		100%			

Assistant Principal will include additional responsibilities to support teachers and students in the classroom with school-wide character initiatives to decrease referrals and support positive relationships on campus.	0.16	\$ 8,947.00	100%		
	D) TOTAL	s 120,204.00		,	

DOE 101S- Print version - Page 1 of 2

July 2015





## SCHOOL DISTRICT OF INDIAN RIVER COUNTY MENTAL HEALTH ASSISTANCE ALLOCATION PLAN 2019-2020

1. Delivers evidence-based, mental health assessment, diagnosis, intervention, treatment and recovery, through a multi-tiered system of supports (MTSS).

The School District of Indian River County (SDIRC) is committed to working collaboratively with the greater Indian River County community to prevent, identify, and treat mental health and substance-abuse related conditions from which our students may be adversely affected. SDIRC utilizes Positive Interventions and Behavioral Supports (PBIS) as our primary framework to "build capacity for implementing a multi-tiered approach to social, emotional and behavior supports" (OSEP Technical Assistance Center on Positive Behavioral Interventions and Supports; 2017). PBIS and MTSS serve as universal practices that support a positive culture and climate within our schools. SDIRC:

- assesses school PBIS fidelity annually (11 SDIRC schools met PBIS model school criteria designated by Florida's Positive Behavior Supports Project for 2018-2019)
- uses school-based and district-wide data to identify areas of concern and implement preventative measures that promote a positive, equitable, and safe school climate for all students
- monitors progress and analyzes student discipline data to implement preventative strategies and provide student supports
- trains staff on our Positive Climate and Discipline Code of Student Conduct and its progressive intervention and discipline measures, and will continue training in
  - o PBIS best practices
  - o youth mental health (in addition to Youth Mental Health First Aid, staff will complete the Kognito Youth Mental Health Awareness training in August 2019)
  - o the use of early warning indicators, including data focused on social and emotional learning (SEL), as part of the MTSS process
  - o analysis and use of Panorama data (SEL monitoring)
  - o evidence-based social and emotional learning programs and strategies
  - o alignment of SEL goals and academic standards (e.g., literacy and SEL)
  - o trauma-informed care and the effects of adverse childhood experiences
  - o restorative justice
  - o equity and evidence-based best practices for working with at-risk populations (e.g., students of color, LGBTQ+ students)

<u>Tier 1</u>: In addition to district-wide implementation of PBIS, schools within SDIRC utilize evidence-based SEL programming like Sanford Harmony and Conscious Discipline, as well as other programs like CHAMPS and Kids at Hope. All 6<sup>th</sup>-8<sup>th</sup> grade students participate in Botvin Life Skills, and secondary students will receive depression and suicide awareness programming beginning in 2019-2020. Some schools have adopted restorative justice practices such as circles and restorative chats as part of their Tier 1 programming. SDIRC delivers Child Safety Matters in grades K-5 (Monique Burr Foundation Partnership) and Teen Dating Violence Prevention Curriculum in grades 7-12 (Florida Coalition Against Domestic Violence). Finally, SDIRC utilizes

Panorama to assess student self-perceptions on several dimensions of SEL (self-management, self-efficacy, social awareness, grit, and growth mindset), as well as behaviors around anxiety and anger, and perceptions of safety. Panorama data will be utilized in 2019-2020 to help identify students who might be at risk, as well as to inform classroom, school-based, and district-wide SEL programming plans.

SDIRC school-based administrative teams direct PBIS and SEL programming with support from District staff. School-based instructional team members are the primary practitioners of PBIS and SEL, whereas the school-based Behavior Intervention Specialist serves as a professional development instructor and on-campus coach, as well as direct service provider at other Tier levels. School Counselors may provide additional training and coaching; school social workers and mental health specialists also support Tier 1 interventions. Finally, Community Partners assist with the delivery of Tier 1 interventions (e.g., Botvin Life Skills).

For students for whom Tier 1 interventions are insufficient, referrals are made to school-based MTSS teams. MTSS teams will evaluate each referral to identify student strengths and risk factors, and develop a plan to promote academic success and good mental health.

<u>Tier 2</u>: MTSS teams serve as problem-solving teams that develop collaborative plans and monitor plan implementation and student outcomes. Within SDIRC, behavior intervention specialists, school counselors, school psychologists, school social workers, mental health specialists (beginning in 2019-2020), and instructional staff (as appropriate) provide direct and indirect services. MTSS team members will utilize early warning indicators including office discipline referrals, suspensions, attendance, and Panorama SEL data) to identify students in need of assistance, in addition to relying on direct referrals.

Examples of Tier 2 interventions include small group facilitation of evidence-based SEL programming like Second Step and social skills groups, individual use of the evidence-based program Ripple Effect (coming in fall 2019), check-in/check-out, and problem-solving circles. Too Good for Violence is offered in SDIRC high schools by New Horizons of the Treasure Coast. SDIRC is working with other community partners like Children's Home Society to offer additional Tier 2 intervention services on-campus for students and parents (e.g., SNAP). Tykes and Teens provides the ALTOSS program, an alternative placement for students while on out-of-school suspension that includes restorative practices and therapeutic processing groups, service learning activities, and time designated for academic work. Also beginning in 2019-2020, SDIRC will pilot restorative re-entry meetings that employ conferencing and problem-solving for students following out-of-school suspensions (and other discipline infractions as appropriate).

<u>Tier 3</u>: Tier 3 interventions may be delivered by SDIRC staff (e.g., mental health specialists [anticipated 2019-2020], school psychologists, school social workers, school counselors, and behavior intervention specialists), contracted mental health providers (anticipated 2019-2020; Tykes & Teens), staff from partner community agencies with whom SDIRC has active agreements, or providers selected by a student's guardian(s).

Students experiencing a significant interference in functioning at school are referred through MTSS to appropriate SDIRC staff or community partners for assessment/evaluation, and

appropriate interventions are coordinated. Students may also be referred for Tier 3 services because of a crisis assessment, traumatic or other emergency event, or a self- or parent-initiated request. The MTSS team will monitor student progress with regular updates and input from providers, parents/guardians, the student, teachers, and others, as appropriate.

All students re-entering school following a Baker Act or credible threat and their guardian(s) will meet with members of the MTSS team to create a plan known within SDIRC as a "Circle of Care." A Circle of Care plan will document student needs and goals, safety plans and procedures that will be implemented, and outside providers with whom care should be coordinated. A member of the school's mental health team will coordinate services as needed and facilitate ongoing follow-up to ensure the student is safe and making progress toward his or her goals.

Evidence-based Tier 3 interventions are typically delivered in individual (may also include caregivers) or group settings (typically more intense or specialized compared with Tier 2). These services are also available for students with emergent needs (i.e., crisis intervention like self-injury or threat assessments) or for whom Tier 2 intervention was insufficient. At Tier 3, behavior intervention specialists conduct functional behavioral assessments and develop behavior intervention plans, in addition to providing direct services along with other Student Services/Mental Health Team Members. SDIRC-employed staff who are professionally licensed or certified in a mental health/counseling related field will participate as crisis responders, conduct self-injury assessments, and participate as members of school and district threat assessment team members. All students re-entering following a credible threat will participate in a restorative reentry meeting facilitated by a staff member trained in restorative justice. All students found to have made a credible threat, regardless of current academic status, will be referred for appropriate mental health services.

SDIRC staff will adhere to FDOE guidelines and requirements related to threat assessments, and the mental health coordinator and other members of the Student Services team will deliver ongoing training to school-based threat assessment team members.

2. Focuses on evidence-based mental health services for students with one or more cooccurring mental health or substance abuse diagnoses and students at high risk of such diagnoses.

#### Mental Health

SDIRC staff provides evidence-based interventions such as cognitive-behavioral therapy, trauma-focused cognitive-behavioral therapy, and solution-focused brief therapy. Specific to trauma, SDIRC offers three interventions including Bounce Back, Cognitive Behavioral Intervention for Trauma in Schools, and Support for Students Exposed to Trauma (professional development training scheduled for August 2019). SDIRC partners with community agencies that also offer evidence-based therapeutic interventions, as well as targeted case management, such as Tykes & Teens, Suncoast Mental Health, Sequel Care, New Horizons of the Treasure Coast, Mental Health Association of Indian River County, and the Mental Health Collaborative of Indian River County. SDIRC is actively revising agreements to ensure partner agencies explicitly agree to meet all agency requirements outlined in SB 7030.

#### Substance Abuse

Specific to students with, or at risk for, one or more co-occurring substance abuse diagnoses, SDIRC has continued our collaborations with organizations like the Substance Awareness Center, Substance Abuse Free Indian River Coalition, Tobacco-Free Partnership of Indian River County, Drug Abuse Treatment Association, Inc., New Horizons of the Treasure Coast, Mental Health Collaborative of Indian River County, and our local law enforcement agencies, among others, to ensure that SDIRC:

- Staff receive ongoing professional development training focused on identification of risk factors for, and signs and symptoms of, impairment associated with mental health concerns and substance abuse. The Indian River Shores Police Department began offering Drug Impairment Training for Education Professionals in the spring of 2019. In addition to Youth Mental Health First Aid, our staff will also complete the Kognito Youth Mental Health training in August 2019. These trainings are designed to help increase early identification and facilitation of referrals to internal and external support services.
- Students receive universal, evidence-based substance abuse and violence prevention programming (i.e., Botvin Life Skills) in 6<sup>th</sup>, 7<sup>th</sup>, and 8<sup>th</sup> grades (provided in-class by trained facilitators from the Substance Awareness Center); several elementary schools also elected to introduce Botvin Life Skills into their 5<sup>th</sup> grade classrooms in lieu of DARE. Additional Tier 1 (universal prevention) efforts designed to increase knowledge and reduce risk focused on vaping are planned to commence in August 2019. For students identified as at-risk or in need of early intervention, we partner with agencies like Drug Abuse Treatment Association, Substance Awareness Center, and New Horizons of the Treasure Coast to provide Tier 2 and 3 interventions.
- Coordinates services with other agencies like Department of Children and Families, Department of Juvenile Justice, and Children In Need of Services (CINS) and Families in Need of Services (FINS), among others, to ensure students receive the supports necessary to promote health and recovery (if applicable).
- 3. Includes direct employment of school-based mental health services providers (i.e., school psychologists, school social workers, school counselors and other licensed mental health professionals) to reduce staff-to-student ratios and meet student mental health assistance needs.

Mental health staff funded by the MHAA will be assigned to schools using a tiered approach, and will help to build capacity at schools. Assignments will be based on the level and intensity of school needs. Licensed/certified mental health staff will provide crisis intervention as part of school- and district-crisis response teams, and they will serve schools based on proportional needs as referenced above to reduce mental health staff to student ratios.

Mental health staff will participate in weekly team supervision meetings, district data review meetings (when applicable), and work in collaboration with the school-based MTSS team members (attending meetings when required). It must be noted, that meetings and case load will have an impact on the work in terms of intensity and frequency. Mental health staff will have the flexibility to determine if services need to increase at any given school based on data reviews,

creating a fluid support continuum of services that is reflective of data progress monitoring and the problem-solving process.

SDIRC will use the mental health allocation to employ mental health staff to reduce the staff-to-student ratios and meet the needs of our students. We anticipate hiring 2.0 mental health specialists (licensed- or licensed-eligible mental health providers) through SDIRC, 2.0 contracted mental health providers (licensed- or licensed-eligible) through Tykes & Teens, and a temporary 0.5 school social worker. These staff will join 1.0 licensed psychologist (mental health coordinator), 1.5 licensed clinical social workers (school social workers), and 0.5 restorative justice coordinator (school social worker) on the mental health team funded by the Mental Health Assistance Allocation.

4. Identifies strategies to increase the amount of time student services personnel spend providing direct mental health services (e.g., review and revision of staffing allocations based on school or student mental health assistance needs).

SDIRC will utilize Focus, our student information system, to capture and analyze aggregate data related to mental health, behavioral, and SEL concerns in a comprehensive and strategic manner beginning in 2019-2020. These data will be critical to helping us complete our needs assessment and multi-year plan as we strive to make effective, data-driven allocation decisions. SDIRC sunset 3.5 positions that were filled with unlicensed/non-clinical staff members to allow for hiring of 4 professionals that are qualified to provide direct mental health services (2 mental health specialists and 2 contracted mental health providers).

Mental health providers hired with mental health allocation funds will provide individual and group interventions and help to build capacity. The mental health coordinator for SDIRC will work with school-based teams to build capacity among existing staff. The Mental Health Coordinator will also help schools develop plans that ensure they are utilizing their school-based staff most efficiently and effectively as they work to address the mental health and SEL needs of their students. The Mental Health Coordinator will also help coordinate professional development that supports the MHAA plan (e.g., school-based student services personnel will participate in a 1.5 day training on Support for Students Experiencing Trauma, an evidence-based program, in early August 2019).

- 5. Includes contracts or interagency agreements with local behavioral health providers or Community Action Team services to provide behavioral health services on or off the school campus (plan must specify the type of services that are provided in the agreement).
  - Children's Home Society an agreement is being developed for 2019-2020 that will bring the Stop Now and Plan program to after-school campuses for students and parents/guardians.
  - Drug Addition Treatment Association current agreement provides prevention and early intervention services focused on substance use on SDIRC high school campuses.

- Mental Health Association (MHA) of Indian River County current agreement provides school-based crisis assessment and critical incident debriefing, as well as walk-in evaluations and outpatient counseling at their office location. SDIRC is working on a revised agreement that will also allow MHA to offer on-campus direct mental health services, when appropriate.
- Mental Health Collaborative (MHC) of Indian River County an agreement is being developed for 2019-2020 that will allow MHC to help SDIRC connect referred students and their families with appropriate services (mental health, social services, insurance).
- New Horizons of the Treasure Coast current agreement offers on-campus Too Good for Violence program and office-based outpatient assessments (diagnostic), treatment planning, mental health intervention services, and targeted case management. New Horizons is also the local Community Action Team provider. SDIRC is working on a revised agreement that will also allow New Horizons to offer on-campus direct mental health services, when appropriate.
- Sequel Care current agreement provides school-, home-, and office-based assessments (diagnostic), treatment planning, mental health intervention services, and targeted case management.
- Substance Awareness Center current agreement provides Botvin Life Skills program to all middle school (6<sup>th</sup>-8<sup>th</sup> grade) students, as well as several elementary schools (5<sup>th</sup> grade; in lieu of DARE).
- Suncoast Mental Health current agreement provides school-, home-, and office-based assessments (diagnostic), treatment planning, mental health intervention services, and targeted case management.
- Tykes & Teens current agreement provides the ALTOSS program, an alternative day placement for students while on out-of-school suspension; includes time dedicated to academic work, restorative practices/processing groups, and service learning projects. SDIRC plans to contract with Tykes & Teens for 2 full-time mental health providers during the 2019-2020 school year.

SDIRC will continue to work in collaboration with other agencies such as DCF, DJJ, DOH, LEAs, the local Baker Act receiving facilities, the designated CAT team, the designated Local Review Team, and other as appropriate. All agreements will adhere to SB 7030 requirements.

- 6. States how the plan will establish school board policies and procedures that ensure for all schools, including charter schools, to ensure:
  - a. Students referred for a mental health screening are assessed within 15 days of referral:
  - b. School-based mental health services are initiated within 15 days of identification and assessment
  - c. Community-based mental health services for students are initiated within 30 days of referral

## School board policy

The SDIRC Mental Health Coordinator and the Executive Director of Exceptional Student Education and Student Services will work collaboratively with the Board to ensure policies and procedures are created that reflect the mandates associated with SB 7030.

## **Education and training**

The SDIRC Mental Health Coordinator, in collaboration with other Student Services personnel, is creating a manual, online canvas course, and trainings (live and recorded) to ensure that SDIRC employees, community partners, parents/guardians, and students understand the processes and procedures associated with receiving mental health and wellness services within our district.

## **Technology**

SDIRC is developing algorithms to use within our student information system (Focus) to create referral lists and alerts that will help ensure that SDIRC and community partners are notified and reminded of services that need to be provided and within what timeframe. Alerts will be emailed to appropriate staff as deadlines for student mental health screenings and initiated direct services approach; alerts will continue until data are entered that indicate services have commenced.

## Updated agreements and partnership meetings

All agreements with community partner agencies are being updated to reflect the requirements of SB 7030, and the Mental Health Coordinator will host a quarterly meeting during which data associated with the MHAA plan are reviewed with community partners, and problem-solve as needed. The mental health coordinator will continue to work with community agencies and partners to identify youth needs associated with mental health within Indian River County and advocate for comprehensive and robust programming for students and their families, both within SDIRC and the greater Indian River County community.

7. Describes process for coordinating mental health services with a student's primary mental health care provider and other mental health providers involved in the student's care.

## Consents and Releases of Information (ROI)

Parents/guardians will be asked to identify their child's primary (and other) mental health providers upon initial referral and provide consent for ROI(s). SDIRC will pilot an electronic consent and ROI procedure using our student information system (Focus) to expedite the consent process and coordination of services. After receiving consent to share information with the student's mental health providers, SDIRC personnel will coordinate services and participate in community provider meetings to establish working relationships that promote coordination and information sharing.

SDIRC is working on updated agreements that will allow community partner agencies to share information via our student information system (Focus) to reduce barriers to coordination and ongoing monitoring of student progress.

#### Circle of Care

A "Circle of Care" plan will be developed for any student determined to be at high risk (i.e., recent Baker Act or credible threat, or experiencing significant disruption in functioning in the school environment due to a mental health condition). Circle of Care plans incorporate regular monitoring and feedback from the student and his or her parent(s)/guardian(s), mental health care provider(s), teacher(s) (when appropriate), school counselor (for secondary students), behavior intervention specialist (if applicable), and others as applicable. The plan focuses on student safety (physical and emotional), the development of realistic and measurable goals, and procedures for sharing information, coordinating care, and monitoring progress. Mental health providers are asked explicitly to provide information and make recommendations related to the plan and its implementation on campus; they are viewed as an integral team member whose participation is imperative to help promote student success.

8. Describes strategies or programs to reduce the likelihood of at-risk students developing social, emotional, or behavioral problems; depression, anxiety disorders, suicidal tendencies, or substance abuse disorders.

## **Professional Development**

SDIRC is committed to ensuring that our staff (instructional and non-instructional) have the knowledge and tools necessary to identify students who are at-risk and facilitate referrals to appropriate sources of support.

Examples of professional development training with a focus on universal prevention and early intervention include:

- Youth Mental Health First Aid (mandated by state legislation; ongoing trainings to ensure all SDIRC employees are trained)
- Kognito Youth Mental Health Awareness Training for elementary, middle, and high school staff (mandated by SDIRC Superintendent; scheduled for August 2019)
- MTSS best practices for staffing social, emotional, and behavioral concerns (ongoing)
- Positive Behavioral and Intervention Supports (PBIS; ongoing trainings to support sustained district-wide implementation)
- Trauma-Informed Care (ongoing trainings provided by Tykes & Teens)
- Collaborative and Proactive Solutions (training for Student Services staff and optional for all SDIRC staff provided by Lives in the Balance; scheduled for August 2019)
- Panorama (fall and spring data collections, and ongoing trainings offered by Panorama and SDIRC staff)
- SEL programming like Sanford Harmony and Conscious Discipline (ongoing trainings)
- Restorative Justice (ongoing trainings)
- Equity-focused trainings related to topics like Implicit Bias, LGBTQ+ Student Supports, and best practices for working with and supporting students from at-risk populations (e.g., students of color, LGBTQ+ students, etc.; ongoing trainings offered by organizations like Tykes & Teens and Equality Florida)
- Drug Impairment Training for Education Professionals (ongoing trainings offered by the Indian River Shores Police Department)

- Motivational Interviewing, Compassion Fatigue, Reflective Practices, and Case Studies (ongoing trainings offered by Tykes & Teens)
- Support for Students Experiencing Trauma (evidence-based program with live contracted training organized through UCLA scheduled for August 2019)
- Bounce Back and Cognitive Behavioral Intervention for Trauma in Schools (evidence-based programs with online trainings offered by UCLA)
- Self-injury and threat assessment professional development (ongoing trainings for appropriate staff)

## Prevention and Early Intervention

SDIRC is committed to maximizing protective factors, the early identification of risk factors, and early intervention to prevent the onset of mental health conditions. MTSS team members will utilize early warning indicators including office discipline referrals, suspensions, attendance, reported trauma, and Panorama SEL data to identify students in need of Tier 2 or Tier 3 assistance, in addition to relying on teacher and other forms of direct referrals. An emphasis on positive relationship building is at the core of our work focused on mental health and SEL, and the evidence-based and evidence-informed programming we utilize throughout SDIRC promotes positive relationship and community building. We are taking steps to ensure that our classrooms and schools provide safe, trauma-informed environments that promote student success. Please refer to pages 1-4 of this plan to learn more about programming in SDIRC.

### Highlights include:

- Utilization of MTSS for academic and social, emotional, and behavioral concerns
- District-wide implementation of PBIS
- Delivery of Botvin Life Skills curriculum by trained facilitators from the Substance Awareness Center to all SDIRC middle school students (6<sup>th</sup>-8<sup>th</sup> grades), as well as several elementary schools (5<sup>th</sup> grade) in lieu of DARE (facilitated by Substance Awareness Center facilitators or law enforcement officers)
- Introduction of Erika's Lighthouse, a Depression and Suicide Awareness Program in secondary schools during the 2019-2020 school year
- Utilization of the Panorama Playbook by school-based staff to incorporate SEL activities into lesson plans (includes activities for behaviors around anxiety, behaviors around anger, self-management, self-efficacy, etc.)
- Implementation of evidence-based SEL programs like Sanford Harmony and Conscious Discipline
- Implementation of Kids at Hope
- Use of Ripple Effect, an evidence-based program (coming in 2019-2020)
- Facilitation of Second Step (evidence-based) groups to remediate SEL skills
- Facilitation of Restorative Justice circles and conferencing (each tier level)
- Promotion of ALTOSS (the alternative placement for students on out-of-school suspension that provides restorative practices and utilizes other evidence-based strategies to reduce recidivism, and incorporates time for service learning and completion of academic work; offered by Tykes & Teens).
- Promotion of evidence-based programming for students and parents/guardians (e.g., SNAP delivered by Children's Home Society)

- Coordination of services with agencies providing targeted case management and mental health services for students and their families
- Crisis intervention services

## 9. Describes the process for coordinating mental health services for students at charter schools that are part of the school district's plan.

The SDIRC mental health coordinator, the Director of Exceptional Student Education, and Executive Director of Student Services will work with Charter Schools that elect to participate in the SDIRC plan in the same ways in which they work with non-Charter schools. They will host a meeting with Charter School leaders who elect to opt-in to the District plan prior to the start of the 2019-2020 school year to identify school-based staff who will serve as mental health plan leaders on their campuses, determine where and how capacity needs to be built, and assign itinerant district-based staff to oversee the plan's implementation on their campuses (just as we do for non-Charter schools).

## 10. Identifies strategies to:

- a. Improve the early identification of social, emotional or behavioral problems or substance abuse disorders;
- b. Improve the provision of early intervention services;
- c. Assist students dealing with trauma and violence.

The SDIRC Mental Health staff (including, but not limited to, MHAA-funded staff) will:

- analyze district and school-based data to determine overall needs
- conduct screenings of students at risk that are referred by MTSS teams, school staff, and/or parents
- provide direct and indirect intervention services with community supports
- complete referrals to appropriate community-based agencies that support the socialemotional, behavioral, and/or coping skill needed by the students (e.g., anxiety, ADHD, depression, dependency, co-occurring substance-abuse diagnosis)
- ensure that services are coordinated and are in alignment with student's overall mental and behavioral needs

When a student is referred to a community-based organization for services, the mental health staff will coordinate and manage initial referrals, and will work in coordination with the agency to secure consent for screening, assessments, and services, as needed. It is expected that these coordinated services will have a positive impact on student achievement, student attendance, suspensions, and office discipline referrals.

For targeted interventions, the MTSS Tier II team will utilize the Early Warning System (EWS) and the 4-Step Problem Solving Process to assess overall level of risk. Early warning indicators include office discipline referrals, suspensions, attendance, and SEL Panorama data. Teams should also consider academic achievement data and known/reported history of trauma.

Current recommendations suggest that teams should proceed with a Tier 2 assessment and intervention for students with:

- patterns of non-attendance 10% absenteeism (excused or unexcused) and with  $\geq 1$  office discipline referrals for behaviors that lead to out of school suspension
- histories of trauma that impact his or her ability to cope or perform adequately (i.e., to his or her potential) in the school setting

Figure 2: Four-Step Problem Solving



- a. SDIRC is committed to training staff in youth mental health awareness, evidence-based social and emotional learning programs and strategies, and identification of youth at-risk for substance abuse and those under the influence. SDIRC will emphasize the importance of the MTSS process related to social, emotional, and behavioral concerns, and ensure that staff are trained and confident in their ability to staff these issues in MTSS and consult with mental health staff and refer students in need of assistance. See pages 1-4 and 7-10 of this plan for more information.
- b. SDIRC is working with school-based and itinerant district staff to ensure that Tier 2 (early intervention) options are robust, readily available, and utilized efficiently and effectively. SDIRC is also partnering with outside agencies to enhance early intervention services, and staff are participating in local community committees to bring information about the needs of students and youth in our community to the forefront of discussions and problem-solving work. SDIRC will create advisory committees to help guide the work we do as a district over the next several years focused on youth mental health.
- c. SDIRC, in partnership with Tykes & Teens, offers ongoing training related to traumainformed care. As part of this training, staff are educated about adverse childhood
  experiences (ACEs), and provided with strategies to identify students struggling with the
  effects of trauma or ACEs and strategies to help those students. In 2019, SDIRC received
  funding from the Florida Department of Education to provide additional trauma-informed
  training and ongoing consultation and coaching focused on homeless youth interactions
  and trauma-informed discipline. We also received federal funding to support costs
  associated with professional development training (Support for Students Experiencing
  Trauma, an evidence-based program that includes group, individual, and teacher
  intervention). SDIRC began using Bounce Back, a clinician led intervention for elementary
  students experiencing the effects of trauma, in 2019, and we will continue to offer this

program. Additionally, staff will train and offer Cognitive Behavioral Intervention for Trauma in Schools beginning in the 2019-2020 school year.

## **EXPENDITURES**

2019-2020 SDIRC MHAA Budget

2019-2020 Allocation	\$515,958
Charter Allocation (13.12%)	- \$67,693.69
	\$448,264.31
2018-2019 SDIRC (non-Charter) carry forward funds*	+\$45,717.67*
*Balance reflects variations in 2018-2019 employee start dates	\$493,981.98
Estimated Salaries (1.0 licensed mental health coordinator, 1.5 licensed school social workers, 2.0 licensed mental health specialists, 0.5 restorative justice trainer/school social worker, 0.5 temporary school social worker), 2.0 contracted licensed mental health providers	<u>- \$ 482,558.46</u>
	\$11,423.52
Professional Development /Training focused on the SDIRC MHAA plan Allocation difference to be used to support MHAA Plan.	- \$6,000
	\$6,423.50

Note: Funding totals are approximate and may be adjusted between the above earmarked categories as determined by SDIRC and reported to FDOE.

## 11. Number of school-based mental health providers funded by the allocation and licensure/certification for each.

Title	Licensure/Certification	2019-2020 Status
Mental Health Coordinator	Licensed Psychologist	1.0 (current)
School Social Worker	Licensed Mental Health	1.0 (current)
	Counselor (LMHC)	
School Social Worker	Licensed Clinical Social	0.5 (anticipated start Aug 2019)
	worker (LCSW)	
School Social Worker	Restorative Justice	0.5 (anticipated start Aug 2019)
	Trainer/Facilitator	
School Social Worker		0.5 (temporary position; anticipated
		start July 2019)
Mental Health Specialist	Anticipated licensed or	1.0 (anticipated start Aug 2019)
	license-eligible professional	
Mental Health Specialist	Anticipated licensed or	1.0 (anticipated start Aug 2019)
	license-eligible professional	

Contracted Mental Health Anticipated licensed or 1.		1.0 (anticipated start Aug 2019)
Provider	license-eligible professional	
Contracted Mental Health	Anticipated licensed or	1.0 (anticipated start Aug 2019)
Provider	license-eligible professional	

12. Number of community-based mental health providers funded by the allocation and licensure for each.

SDIRC is not using the allocation to fund community-based service provision (0).

13. School district expenditures for services provided by contract-based collaborative efforts or partnerships with community mental health program agencies or providers.

N/A

14. Other expenditures (specify type and amount)

See the 2019-2020 budget outlined above on page 12.

## **EXPENDITURE ASSURANCES**

15. One hundred percent of state funds are used to expand school-based mental health care; train educators and other school staff in detecting and responding to mental health issues; and connect children, youth and families with appropriate behavioral health services.

Yes, 100% of state MHAA funds are being used to meet the objectives outlined above.

16. Mental health assistance allocation funds do not supplant other funding sources OR increase salaries or provide staff bonuses.

MHAA funds do not supplant, increase salaries, or provide bonuses.

17. Describes how district will maximize use of other sources of funding to provide school-based mental health services (e.g., Medicaid reimbursement, third-party payments and grants).

SDIRC will arrange training during the 2019-2020 school year for all providers eligible to bill for Medicaid services, and, when appropriate, staff will submit for Medicaid reimbursement.

The SDIRC mental health coordinator collaborated previously, and will continue to collaborate, with other SDIRC staff to apply for other funding to promote the goals associated with the MHAA plan (see descriptions in previous sections). The mental health coordinator will continue to collaborate with other SDIRC staff to identify and apply for grants (local, state, federal, foundation, etc.) and seek alternative sources of funding. Additionally, the mental health

coordinator will continue to work with and support community partners as they seek funding to provide mental health and SEL programs in SDIRC and interventions to SDIRC students and their families (e.g., providing letters of support, attending funder meetings, etc.).

#### PROGRAM IMPLEMENTATION AND OUTCOMES

18. Identifies the number and ratios of FDOE-certified or licensed, school-based mental health services providers employed by the district (i.e., school psychologists, school social workers, school counselors and other mental health services providers by licensure type).

<u>Team Member</u>	Total	Licensure/Certification
School Counselor (grades 6-12)	21	100%
School Psychologist (itinerant)	11	100%
School Social Workers (itinerant)	6	50%
Mental Health Specialists (itinerant)*	2	100%
Behavior Intervention Specialists (BIS)	22	36.4%
Contracted mental health providers*	2	100%
Total	64	73.4%

<sup>\*</sup>Anticipated; <sup>a</sup> = 5 BCBA, 2 certified school counselors, and 1 LCSW;.

19. Includes system for tracking the number of students at high risk for mental health or co-occurring substance abuse disorders who received mental health screenings or assessments; number of students referred to school-based mental health services providers; number of students referred to community-based mental health services providers; number of students who received school-based interventions, services or assistance; and number of students who received community-based interventions, services or assistance.

Beginning in 2019-2020, SDIRC will use our student information system (Focus) to document and track the data described above in item #19.

#### PLAN APPROVAL AND SUBMISSIONS

20. Local school board approved the district plan.

The 2019-2020 plan was submitted to the SDIRC school board for approval at their business meeting scheduled for July 23, 2019.

21. Approved plan was submitted to the Commissioner of Education by August 1, 2019.

The plan will be submitted to the Commissioner of Education by August 1, 2019.

# FLORIDA DEPARTMENT OF EDUCATION PROJECT APPLICATION

RECEIVED

		KECEIVED						
Please return to:  Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0496	A) Program Name: Adult Education and Family Literacy Adult General Education Fiscal Year 2019-2020  TAPS NUMBER: 20B022	DOE USE ONLY Date Received 27 AM 9: 39 OFFICE OF GRANTS MANAGEMENT						
School I Treasu	d Address of Eligible Applicant: District of Indian River County ure Coast Technical College 6500 57th Street	Project Number (DOE Assigned) 310.10103-0CG01						
C) Total Funds Requested:	Vero Beach, FL 32967  D)  Applicant Contact &	& Business Information						
\$ 151,203  DOE USE ONLY	Contact Name: Christi Shields Fiscal Contact Name: Kim Copeman	Telephone Numbers: 772-564-5006 772-564-3036						
Total Approved Project:	Mailing Address: 6500 57 <sup>th</sup> Street Vero Beach, FL 32967	E-mail Addresses: Christi.shields@indianriverschools.org Kim.copeman@indianriverschools.org						
\$	Physical/Facility Address: 4680 28 <sup>th</sup> Court, Vero Beach, FL 32967	DUNS number: 120754676  FEIN number: 596000673						
CERTIFICATION  I, Susan Moxley  , as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.								
Further, I understand that it is the submission of this application.	responsibility of the agency head to obtain from its	governing body the authorization for the						
E) Signature of Agency Head	Superinte The	ndert 6/19/2019 Date						

DOE 100A Revised July 2015 ORIGINAL



# FLORIDA DEPARTMENT OF EDUCATION BUDGET NARRATIVE FORM

A) Name of Eligible Recipient/Fiscal Agent:	School District of Indian River/Treasure Coast Technical College			
D) DOE Assigned Dusingt Numbers				
B) DOE Assigned Project Number:				
C) TAPS Number:	20B022			

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
FUNCTION	ОВЈЕСТ	ACCOUNT TITLE AND NARRATIVE	FTE POSITION	AMOUNT	% ALLOCATED to this PROJECT	ALLOWABLE DOE USE ONLY	REASONABLE DOE USE ONLY	NECESSARY DOE USE ONLY
5400	1200	Salary: Full-time ABE/GED Teacher to provide direct instruction in Adult Education programs	1	\$44,900	100%			
5400	1200	Salary:Full-time Career Pathways Teacher to conduct student orientation, MyCareerShines, develop student career and education plans and provide guidance.	1	\$34,720	100%			
5400	2101	Employee Benefits, Retirement (.0826): Contributions to retirement plan for a full-time ABE/GED teacher	1	\$3,709	100%			
5400	2101	Employee Benefits, Retirement (.0826): Contributions to retirement plan for a full-time Career Pathways teacher	1	\$2,868	100%			
5400	2201	Employee Benefits, Social Security (.0765) Contributions to retirement plan for a full-time ABE/GED Teacher	1	\$3,435	100%			
5400	2201	Employee Benefits, Social Security (.0765) Contributions to retirement plan for a full-time Career Pathways Teacher	1	\$2656	100%			

5400	2401	Employee Benefits, Worker's Compensation (.0160) Contributions for a full-time ABE/GED teacher		\$718	100%	
5400	2401	Employee Benefits, Worker's Compensation (.0160) Contributions for a full-time Career Pathways teacher		\$556	100%	
5400	2301	Employee Benefits, Health Insurance Contributions for a full- time ABE/GED Teacher		\$6,559	100%	
5400	2301	Employee Benefits, Health Insurance Contributions for a full- time Career Pathways Teacher		\$6,559	100%	
5400	1060	Salaries, 2 part-time ABE/GED/ESOL teachers to provide direct instruction to students	8.0	\$25,000	100%	
5400	2260	Employee Benefits, Social Security (.0765) Contributions to retirement plan for part-time teachers		\$1,912	100%	
5400	2460	Employee Benefits, Worker's Compensation (.0160) Contributions for a part-time teachers		\$400	100%	
5400	3300	Travel: Travel will support 2 instructional teachers to attend the Adult Education conference and IPDAE trainings.  Expeditures for registration costs (\$950) transportation (\$250) lodging (\$675) and meals (\$200) = \$2,075. All travel will be completed by 6/30/2020.		\$2,075	100%	
5400	3900	Purchase social media and print announcements (\$1000) per month for 3 months for student recruitment		\$3,000	100%	
5400	5100	Supplies: Paper, file folders, pencils, hanging file folders, portfolio folders, ink cartridges		\$1,236	100%	

5400	3690	Membership in the Florida Adult and Technical Distance Consortium (access to Aztec GED software and English Discoveries)		\$3,400	100%	
7200	7800	Indirect Cost (5%)		\$7,500	100%	
			D) TOTAL	\$ 151,203.00		

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July 2015



## **DOE USE ONLY (Program)**

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

rinted Name:	<u>x</u> . <u>x</u>
Signature:	
Րitle:	
Date:	
DOE USE ONLY	(Grants Management)
	each line item budget category has been evaluated and determined to be allowable as required by Section 216.3475, Florida is on file evidencing the methodology used and the conclusions reached.
Printed Name:	
Signature:	

Title:		
Date:		
Date.	FLORIDA DEPARTMENT OF	********
	FLORIDA DEPARTMENT OF EDUCATION	

DOE 101S- Print version - Page 2 of 2 July 2015

#### 1. Regional Needs Assessment

**CHANGES** 

#### The state will consider:

the degree to which the eligible provider would be responsive to—

- (A) regional needs as identified in the local plan under section 108; and
- (B) serving individuals in the community who were identified in such plan as most in need of adult education and literacy activities, including individuals—
  - (i) who have low levels of literacy skills;
  - (ii) who are English language learners;

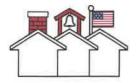
WIOA Section 231(e)(1)

- A. Describe the regional needs that have been identified in the Local Workforce Plan(s).
  - Career Source Research Coast has identified in their local plan a need for services for Adult General Education and is a direct service provider for all WIOA Adult/Dislocated Worker/Youth, Welfare Transition, Wagner Peyser, and TAA services throughout the region. **NO PLANNED**
- B. Describe the community demographics of the local geographic area, including the number of individuals who are English language learners and/or are lacking a high school diploma or equivalent.
  - According to U.S. Census, as of July 2016, Indian River County Florida has a population of 151,563. 11.7% of this population of individuals 16 or older lack a high school diploma or equivalent. 10.2% are foreign born, 12.1% are Hispanic or Latino, and 13% of the total population is living in poverty. Fellsmere city located in Indian River has 51% of the population lacking a high school diploma or equivalent and 42% of its population living in poverty. As of April 2018, the unemployment rate for Indian River County was 4.0%, the highest in the local workforce board area. **NO PLANNED CHANGES**
- C. Describe how the project will recruit and serve individuals in the community most in need of literacy services, including individuals who are low-income or have minimal literacy skills.
  - This project will provide adult literacy services which will include Adult Basic Education (ABE),
    General Education Development (GED), and English Speakers of other Languages (ESOL)
    classes to those in need in Indian River County. The program objectives include student

recruitment by the Outreach Specialist and through advertising on our website, social media ads, local educational TV channel, print ads to include LaVoz (Spanish language newspaper) and distribution of school schedules throughout the community. Furthermore, classes will be held at three sites strategically located in neighborhoods throughout the county, which will maximize program participation: Sebastian River Middle School, 9400 CR 512 (Northern Site–ELL); TCTC 4680 28<sup>th</sup> Court (Central Site—ABE/GED/ELL); and Sebastian River High School, 9001 90th Avenue (Northern ABE/GED). **NO PLANNED CHANGES** 

- D. Describe the projects recruitment planning for sustainability of the Adult Education program.

  The Adult General Education and ESOL programs within the School District of Indian River have been in existence for over 30 years. The Principal and staff work together to establish the needs and priorities of our students to ensure long-term sustainability. This includes creating a working budget that allows for instructional supplies continuous marketing. With established partners, such as the CareerSource Research Coast, Vocational Rehab, Economic Opportunities Council, United Against Poverty and ongoing support from the community the programs have filled a need. NO PLANNED CHANGES
- E. Complete the <u>1-E: Enrollment and Performance Attestation Form, 2019-2020, Adult General Education Grant</u>. The form will acknowledge the grantees agreement to meet or exceed the enrollment and performance targets submitted in the original application year. This form is located on the Division's website: <a href="http://www.fldoe.org/academics/career-adult-edu/funding-opportunities">http://www.fldoe.org/academics/career-adult-edu/funding-opportunities</a>



## School District of Indian River County

6500 57th Street • Vero Beach, Florida, 32967 • Telephone: 772-564-3000 • Fax: 772-564-3054 Susan Moxley, Ed.D. - Superintendent

June 19, 2019

#### 2019-2020 ADULT GENERAL EDUCATION CONTINUTATION APPLICATION

Attestation of Enrollment and Performance Agreed Upon Targets for Year Three (July 1, 2019 – June 30, 2020)

We certify that as a grantee of this federal funded program, this agency agrees to the following:

- A) Enrollment Target: all awarded grantees are expected to meet or exceed the enrollment targets submitted in their original 2017-2018 competitive grant application throughout the three-year grant cycle.
  - Financial consequences are directly linked to the outcome of achieving the agreed upon enrollment target.
- B) State Performance Targets: all awarded grantees are expected to meet at least 90% of Florida's agreed upon state targets for each required performance indicator. Failure to achieved the required 90% of the agreed upon state target will required this agency to complete an Adult Education Program Improvement Plan (AEPIP) for each performance indicator in which this agency failed to meet the agreed upon targets.
  - The AEPIP which grantees will be required to submit during the 2019-20 program year, is reflective of 2018-19 NRS performance measures. Once the NRS performance data is final, grantees will receive the AEPIP information under separate cover with instructions for completion and submission.

I understand that this Attestation document will be incorporated into this agency's 2019-2020 grant application.

Agency Head Signature

6/19/2019 Date

"Educate and inspire every student to be successful"

Dr. Mara Schiff . District 1

Jacqueline Rosario • Laura Zorc • Teri L. Barenborg District 2

District 3

District 4

Tiffany M. Justice District 5

"Serving ALL students with excellence" Equal Opportunity Educator and Employer

#### 2. Serving Individuals with Disabilities

#### The state will consider:

the ability of the eligible provider to serve eligible individuals with disabilities, including eligible individuals with learning disabilities;

WIOA Section 231(e)(2)

For questions A-B, please describe any changes from the original application. If there are no planned changes, grantee must write "No Planned Changes" in each section.

A. Describe the policies adopted by the eligible provider to accommodate students and staff with disabilities, including learning disabilities, as described in the American Disabilities Act of 1990 (42 U.S.C. 12102) and WIOA Section 3(25).

Treasure Coast Technical College complies with all Federal laws and regulations prohibiting discrimination and with all requirements and regulations of the U.S. Department of Education. It is the policy of the school and the School District that no administrative staff member or candidate in the District shall, on the basis of race, color, ethnicity, religion, national origin, age (except as authorized by law), gender (including sexual orientation, transgender status, or gender identity), pregnancy, marital status, disability, ancestry, genetic information, which are classes protected by State and/or Federal law (collectively, "protected classes"), or any other legally-protected category, be discriminated against, excluded from participation in, denied the benefits of, or otherwise be subjected to, discrimination in any program or activity for which the Board is responsible or for which it receives financial assistance from the U.S. Department of Education. There is a compliance officer(s) who is/are responsible for coordinating these efforts to comply with applicable Federal and State laws and regulations, including the duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. Students with a disability must disclose their disability and provide required documentation to become eligible for and receive accommodations and services, as required by federal laws Section 504 of the Rehabilitation Act and ADA. As a rule, accommodations for students and staff with disabilities, should be based upon previously

applied accommodations within the student's disability-related documentation. Other accommodations for situations may be determined by the instructor or Principal if supported by Behavioral Analysis documentation even if there is not a historical documentation of the accommodation. Students and staff that have been determined to have a disability will have access to reasonable accommodations according to Section 504 or the Rehabilitation Act and the ADA. NO PLANNED CHANGES

B. Describe how the program will identify and provide services to students with physical, emotional, mental and learning disabilities.

As general rule, students with a disability must disclose their disability and provide required documentation to become eligible for and receive accommodations and services, as required by federal laws Section 504 of the Rehabilitation Act and ADA. Students who have not been identified, instructors will monitor a student's behavior and record those behaviors to determine and identify strategies that could be utilized for the student's success. The Instructor reviews strategies with CTE Advisor and Principal to identify a plan and implement an intervention to enhance student progress in the program.

#### NO PLANNED CHANGES

#### 3. Past Effectiveness

#### The state will consider:

past effectiveness of the eligible provider in improving the literacy of eligible individuals, to meet State-adjusted levels of performance for the primary indicators of performance described in section 116, especially with respect to eligible individuals who have low levels of literacy;

WIOA Section 231(e)(3)

Describe how the agency measures educational performance and student transition outcomes, including completing an educational gain and transitioning students into postsecondary education or training and the workforce.

Treasure Coast Technical College has consistently provided for the improvement of literacy skills of people who live in Indian River County. The district utilizes FOCUS reporting software to maintain student information and tracking of LCP's and educational gains. TCTC encourages students to pursue post-secondary education and incorporates FloridaShines in the orientation to provide students with a resource to pursue post-secondary education options. TCTC is on the eligible training provider list for CareerSource Research Coast and is approved to offer Title IV financial aid. **NO PLANNED CHANGES** 

#### 4. Alignment with One-Stop Partners and Coordination with Other Agencies

#### The state will consider:

the extent to which the eligible provider demonstrates alignment between proposed activities and services and the strategy and goals of the local plan under section 108, as well as the activities and services of the one-stop partners;

WIOA Section 231(e)(4)

#### For question A-B, grantee must provide a written response in each section.

- A. Describe changes or modifications to any MOUs. All updated agreements must be submitted with this application and/or provided to FLDOE prior to the issuance of the 2019-2020 continuation award.
  - There are no changes or modifications to the Memorandum of Understanding with CareerSource Research Coast region 20.
- B. Demonstrate how the agency's 2019-2020 activities and services align with the strategy and goals of the local plan, as well as the activities and services of the one-stop partners.

Treasure Coast Technical College/SDIRC collaborates with CareerSource Research Coast full service One-Stop Career Center in Indian River County to coordinate education and workforce investment activities, enhance services to jobseekers and avoid duplication of services. As a core program partner in the one-stop delivery system, SDIRC aligns its resources and programs of study to facilitate the development of career pathways and co-enrollment as appropriate in activities that lead to post-secondary credentials and self-sufficient employment. **NO PLANNED CHANGES** 

#### 5. Intensity, Duration, and Flexible Scheduling

#### The state will consider:

whether the eligible provider's program—

- (A) is of sufficient intensity and quality, and based on the most rigorous research available so that participants achieve substantial learning gains; and
- (B) uses instructional practices that include the essential components of reading instruction:

WIOA Section 231(e)(5)(A)

#### For question A-D, grantee must provide a written response in each section.

A. Complete this form <u>5-A: Program Offerings Form</u>, <u>2019-2020</u>, <u>Adult General Education Grant</u> and submit in grant application. This form is located on the Division's website: <a href="http://www.fldoe.org/academics/career-adult-edu/funding-opportunities">http://www.fldoe.org/academics/career-adult-edu/funding-opportunities</a>.

Describe the program enrollment system in place for the 2019-2020 academic year (open-entry/open-exit, managed enrollment), the types of classes offered (online, blended learning, laboratory, instruction led) and the expectations for students' participation and attendance (for example, number of hours, weeks), and how this system provides a quality learning system for adult students.

The School District of Indian River/TCTC offers open-entry/open-exit enrollment for both Adult Education and ESOL classes. The programs are equipped with certified instructors and are offered during the day and evening, year-round providing flexibility for all students. TCTC has always strived to offer educational services where and when it is most convenient for students to attend. By doing this TCTC has been successful in reaching students who would not be able to attend due to transportation or work hour barriers. In these programs, students have access to traditional resources as well as on-line education programs. Students are expected to attend on a regular basis and will not receive credit for their time if they do not produce at least one assignment per hour. In addition, students are automatically withdrawn if they do not attend for 6 or more days.

B. To demonstrate the variety of class opportunities that will be available in the 2019-2020 year, complete and submit with application <u>5-B: Program Schedule by County and Site 2019-2020, Adult General Education Grant</u>, include all planned instructional sites in the geographic area (county) awarded, with program and scheduling information. See directions on the form for details. This form is located on the Division's website: <a href="http://www.fldoe.org/academics/career-adult-edu/funding-opportunities">http://www.fldoe.org/academics/career-adult-edu/funding-opportunities</a>.

#### 5-A: Program Offerings Form, 2019-2020 Adult General Education Grant

Co	ounty/Geographic Area	
----	-----------------------	--

A	В	С	D	E	F	G	Н	I	J
Program Name	Program Number	Program offered?	Classroom, instructor lead	Open Laboratory	Online only	Blended learning	Total No. of Sites	No. of Weeks	Avg. Hours per Week
Adult Basic Education	9900000	Yes	Yes	Yes	No		3	47	26
Adult High School	9900010	No							
GED Preparation	9900130	Yes	Yes	Yes	No		3	47	26
Adult English for Speakers of Other Languages (ESOL)	9900040	Yes	Yes	Yes	No		2	46	16
English Literacy for Career and Technical Education (ELCATE)	9900050	No							

#### **DIRECTIONS**

**COLUMN C:** Indicate whether the Adult General Education programs will be offered. Current curriculum frameworks can be accessed here: http://www.fldoe.org/academics/careeradult-edu/adult-edu/. If answer is "No." leave columns D through J blank.

**COLUMN D:** Indicate whether the eligible provider offers at least one class section in which the primary mode of instruction is in a classroom with a fixed meeting time and is lead by an instructor.

**COLUMN E:** Indicate whether the eligible provider offers at least one class section in which the primary mode of instruction is an on-campus, open entry/exit laboratory in which students have varying schedules during the hours the lab is open.

**COLUMN F:** Indicate whether the eligible provider offers at least one class section in an asynchronous online environment (an environment where online work of students and instruction occurs at different times).

**COLUMN G:** Indicate whether the eligible provider offers at least one class section in a blended learning environment with a mixture of asynchronous online instruction and classroom instruction.

COLUMN H: Indicate the total number of instructional sites in which the program will be offered.

COLUMN I: Indicate the number of weeks instruction is offered from July 1 to June 30.

COLUMN J: Indicate the average hours per week that classes may be scheduled, exclude weeks with holidays and school closures. Exclude online courses from the calculation.

Example: 12 hours per week in one instructional site and 24 hours per week in another instructional site results in an average hours per week of 18 hours.

NOTE: For Columns D through G, select all types of instruction that are offered through the eligible provider.

## 5-B: Program Schedule by County and Site, 2019-2020 Adult General Education Grant

#### **Directions**

List all instructional sites and program type offerings for the fiscal year.

COLUMN A: Select geographic area (county) awarded.

COLUMN B: Enter instructional site where adult education instruction is offered; list each site on a separate row.

COLUMN C: Select the program(s) offered at this instructional site; if more than one program is offered, enter information for each program on separate rows.

COLUMN D: Select the time(s) of day when classes are offered at this site.

COLUMN E: Select the type of weekend classes that are offered; select "None" if classes are not offered on the weekend.

COLUMN F: Enter the first date of classes in the program at this instructional site for the fiscal year.

COLUMN G: Indicate the last date of classes in the program at this instructional site for the fiscal year.

COLUMN H: Indicate the number of weeks instruction is provided at this site.

COLUMN I: Indicate the hours per week that classes may be scheduled at this site, exclude weeks with holidays and school closures. Exclude online courses from the calculation.

COLUMN J: Indicate the dates that no classes are offered; do not include days when student services are not normally offered.

Α	В	С	D	E	F	G	Н	J	J'
County	Instructional Site Name	Program Type	Time of Day	Weekend	Fiscal Year Start Date	Fiscal Year End Date	No. of Weeks	Hours per Week	No Class Dates
Indian River	Main Campus TCTC	ABE (0-9)	Morn/Aft/Even	None	7/9/2019	6/30/2020	47	41	9/2/19,9/30/19,11/11/19, 11/25- 11/29/19,12/23- 1/06/2020,1/20/20,2/17/20, 3/23-3/27/20, 4/10/20,5/25/20
Indian River	Main Campus TCTC	GED/HSE	Morn/Aft/Even	None	7/9/2019	6/30/2019	47	41	9/2/19,9/30/19,11/11/19, 11/25- 11/29/19,12/23- 1/06/2020,1/20/20,2/17/20, 3/23-3/27/20, 4/10/20,5/25/20
Indian River	Main Campus TCTC	Adult ESOL	Morn/Aft/Even	None	7/15/2019	6/30/2019	46	21	9/2/19,9/30/19,11/11/19, 11/25- 11/29/19,12/23- 1/06/2020,1/20/20,2/17/20, 3/23-3/27/20, 4/10/20,5/25/20
Indian River	Sebastian River High School	ABE (0-9)	Evening	None	7/15/2019	6/30/2020	47	11	9/2/19,9/30/19,11/11/19, 11/25- 11/29/19,12/23- 1/06/2020,1/20/20,2/17/20, 3/23-3/27/20, 4/10/20,5/25/20

### 5-B: Program Schedule by County and Site, 2019-2020 Adult General Education Grant

Α	В	С	D	E	F	G	Н		J
County	Instructional Site Name	Program Type	Time of Day	Weekend	Fiscal Year Start Date	Fiscal Year End Date	No. of Weeks	Hours per Week	No Class Dates
Indian River	Sebastian River High School	GED/HSE	Evening	None	7/15/2019	6/30/2020	46	11	9/2/19,9/30/19,11/11/19, 11/25- 11/29/19,12/23- 1/06/2020,1/20/20,2/17/20, 3/23-3/27/20, 4/10/20,5/25/20
Indian River	Indian River County Jail	ABE (0-9)	Evening	None	7/9/2019	6/30/2020	47	10	
Indian River	Sebastian River Middle School	Adult ESOL	Evening	None	9/3/2019	6/30/2020	39	9	9/2/19,9/30/19,11/11/19, 11/25- 11/29/19,12/23- 1/06/2020,1/20/20,2/17/20, 3/23-3/27/20, 4/10/20,5/25/20

- C. Describe how the 2019-2020 instructional schedule is aligned with the program's assessment post-testing procedure to allow sufficient intensity (at least 10 hours per week each program) and duration (at least 32 weeks per year each program) for individual learners to demonstrate adequate progress on the standardized assessment(s) used by the program.
  - The school's instructional schedule provides access to instruction 47 weeks per year and average of 26 hours for adult education and 16 hours per week for ESOL education. This schedule exceeds the minimum of 10 hours per week for 32 weeks a year. A year-round class schedule provides ample opportunity for students to receive the recommended hours of instruction to post-test and demonstrate adequate progress on the appropriate standardized assessment.
- D. Describe rigorous research-based curriculum that your program will use during the 2019-2020 year to assist adult students with achieving substantial learning gains.

The School District of Indian River and the Technical College utilizes the Florida

Department of Education Curriculum Frameworks to instruct students in the in the four core subject areas that reflect GED readiness standards. For adult students, attending classes and attaining their diplomas can seem daunting. Providing a classroom experience that is positive and promotes educational gains is key to their success. At Treasure Coast

Technical College, the instructors utilize various research-based curriculum components that assist adult students in achieving learning gains. These components consist of: an online learning program by Aztec Software, Kaplan GED series books, Steck-Vaughn GED

Testing series, and McGraw Hill Education Common Core curriculum and Achieving TABE success series. Each of these curriculums are used in combination with each other to provide students the most up to date and straight forward instruction that they can receive.

Aztec Software is the newest addition to the GED program and provides students with a supplemental tool that correlates with the curriculum in the classroom. Students can access

Aztec 24 hours a day and are provided instructional tools to complement their areas of

instructional need. Varying strategies are used within the online program such as: direct and individualized instruction, concept mapping, providing opportunities for student practice, and providing clear and effective learner feedback. The curriculum that is taught and utilized in the classroom is individually selected for each student's academic needs. The instructors use the curriculum frameworks for GED as a guide, along with instructional practices in the books, and their own group and individualized lessons that correlate with the GED test areas. The strategies used along with the curriculum in the classroom are: cooperative learning, direct and individualized instruction, concept mapping, and detailed and specific learner feedback. ESOL teachers utilize Life Skills, Focus on Phonics, Side by Side and a variety of supplemental curriculum materials. Instructors administer CASAS to students which allows them to place the students in the appropriate levels and measure the students' progress. In addition, the Rosetta Stone software system and English Discoveries is used extensively with ESOL students, but teachers also conduct conversational classroom activities using the textbooks and instructional materials. These activities provide real-world learning, so the students gain the skills necessary for the workplace.

#### 6. Evidence-Based Instructional Practices and Reading Instruction

#### The state will consider:

whether the eligible provider's activities, including whether reading, writing, speaking, mathematics, and English Language Acquisition (ELA) instruction delivered by the eligible provider, are based on the best practices derived from the most rigorous research available and appropriate, including scientifically valid research and effective educational practice;

WIOA Section 231(e)(6)

For questions A-D, please describe any changes from the original application. If there are no planned changes, grantee must write "No Planned Changes" in each section.

A. Detail how the agency will use rigorous research and evidence-based instructional approaches for ABE and ELA (e.g., essential components of reading instruction, differentiated instruction, direct explicit

instruction, use of formative assessment, use of college and career readiness standards included in the curriculum frameworks).

To be self-sufficient, one must have the ability to read for understanding and learn from the text. Therefore, what the Adult General Education instructor teaches depends on what the student's needs are, their strengths and weaknesses, and that is information is obtained through an initial formative assessment with the use of TABE for ABE and CASAS for ELA. Formative assessments are also completed at the beginning and end of a subject area lesson. Included in reading instruction are assessing phonemics and word analysis, word recognition, spelling, oral fluency, oral vocabulary, and comprehension. Direct instruction is used with students to help master these and other skills. The FLDOE curriculum frameworks are used as a basis for instruction and to assist teachers with selecting appropriate instructional techniques, materials, and strategies based on the standard. College and career readiness standards are incorporated in each framework for the different subjects and instructors connect the attainment of information to the college or career skill. NO PLANNED CHANGES

B. Explain the agency's use of curricula targeting students with special learning needs, including low levels of literacy skills, and learning disabilities.

The Adult General Education classroom consists of adult learners from the ages sixteen and older. The students that attend the program are at varying learning levels and skills. Among the students enrolled, there are a percentage that have special learning needs, low literacy skills, and learning disabilities. For these students, the program has adopted specific curricula to accommodate their learning needs. For low literacy level students McGraw Hill TABE series is utilized. These books accommodate learning levels from a Kindergarten to 12th grade learning equivalency. For low literacy students, the recommendation is to start at the beginning or literacy level textbook and utilizing direct instruction and formative assessments to increase the students' knowledge base at an appropriate rate for the individual. To incorporate special learning needs and learning disabilities, it is done on an individualized basis. The curriculum that is chosen for students

with special learning needs and learning disabilities varies. For those students with greater needs and disabilities, the McGraw Hill TABE series is selected. This series is used in conjunction with online supplements and direct instruction with the teacher. These accommodations from the teacher can consist of anything from reading the passages for the students, to writing out what the students are answering for the questions, and providing more time. For those that are higher functioning, guided practice and direct instruction are conducted, along with the use of the Steck Vaughn series GED books.

#### **NO PLANNED CHANGES**

C. Describe how the agency provides instruction based on the results of the learners' diagnostic and formative assessment and how the program assesses the effectiveness of curriculum and instructional practices.

The learning needs of students are assessed before the start of the program by attending an orientation and completing a TABE 11/12 test. This test is a comprehensive skills test that consists of reading, math, and language. The students are scored and ranked by grade level equivalency on the TABE. Once the student has completed the TABE, they begin their classroom curriculum. From the TABE results students' scores are analyzed and curriculum is assigned. When a student begins a subject area in the classroom, they are given a formative assessment on the material in each subject area. Based off their scores on the assessment, the student is assigned material that will enable them to gain in depth knowledge and be able to pass the GED test. A posttest assessment is also given after the assignments in the text are completed. With each individual curriculum, a pre-and post-assessment is assigned to check for understanding and knowledge.

#### NO PLANNED CHANGES

D. Describe how the program incorporates essential components of reading instruction, differentiated instruction, direct explicit instruction, use of formative assessment and use of standards-based curriculum that delivers the state adopted framework.

The GED classes consist of instruction that correlate to the four subject areas that are on the GED test. These are reading and language, math, science, and social studies. Each subject area utilizes content specific curriculum that pertain to the subject matter on the GED. In the classroom, the instructors use teaching tools such as differentiated instruction, direct explicit instruction, formative assessments, and instructional practices to teach the students the curriculum that is relative to attaining their diploma.

Differentiated instruction is utilized during whole group lessons. Each week students are taught a social studies, math, and language arts lesson. During this time, students are actively engaged in the lesson and the instructor uses varying learning styles and strategies to check for understanding and depth of knowledge. At the completion of the lesson, an exit ticket is given and dependent on the students differing learning levels in the classroom there will be at least two levels of tickets available.

Direct explicit instruction is used in the classroom during on-on-one lessons with students. Being that students are at all different learning levels and completion rates, most of instruction is given one-on-one. This provides an atmosphere where students can have individualized help that will increase their learning levels at a faster rate because the teacher can cater the lesson to the students learning style and preference. Formative assessments are completed at the beginning and end of a subject area lesson. Students are provided a pre-test that shows the instructors what the student knows and still needs to learn and then the instructor can correlate what still needs to be taught. Once a student completes a lesson, a post test is given to assess student understanding of content. Standards- based curriculum is used throughout the GED program. In the whole group lessons, as well as the individualized instruction, the Florida Department of Educations adopted framework for GED are referenced. Each lesson has a goal and objective. These can be found posted in the classroom during the lessons. NO PLANNED CHANGES

#### 7. Effective Use of Technology and Distance Learning

#### The state will consider:

whether the eligible provider's activities effectively use technology, services, and delivery systems, including distance education in a manner sufficient to increase the amount and quality of learning and how such technology, services, and systems lead to improved performance;

WIOA Section 231(e)(7)

For questions A-C, please describe any changes from the original application. If there are no planned changes, grantee must write "No Planned Changes" in each section.

- A. Describe how the program will integrate the use of technology into class instruction; include how the teacher will use technology as a classroom tool and how students may be using technology to develop digital literacy skills in the classroom or as an integral part of their own class work.
  - In the GED/ABE classrooms students have full access to computers. All classrooms at the Technical College have enough computer stations along with overhead projectors and smartboards for delivery of instruction. The smartboards are utilized to deliver instruction and allow for student interaction during the lesson. The individual computer stations in the ABE/GED classrooms are in place for students to access the GED curriculum through Aztec Software, prepare and complete assignments, conduct research for academic or career purposes, take TABE assessments, and GED practice tests. In the ESOL classrooms, the computer stations are there for access to Rosetta Stone, English Discoveries, CASAS assessments, prepare and complete assignments, and conduct research for academic or career purposes. In both programs, digital literacy is stressed and incorporated into daily instruction. NO PLANNED CHANGES
- B. Describe the adult education programs delivered through a blended distance/classroom approach or solely distance education programs for the distance learner [provide the name of the distance education provider(s)].

The Technical College only provides a traditional delivery of instruction. Students must attend in person on a regular basis to have access to the online programs.

#### **NO PLANNED CHANGES**

C. Provide examples of how the adult education use of such technology, services, systems are used to deliver instruction, lead to improved performance and how the program will implement distance learning opportunities for students, with low levels of literacy and those with learning disabilities. Students can utilize the Aztec GED program which is based on a K-12 learning experience that provides comprehensive, standards-aligned content for math, language arts, science, and social studies. Students can work on specific subject skills to master and the program provides the teacher a dashboard of students' progress and time on task. The Aztec program provides individual educational plans that teachers can use to remediate individual challenges. Test-takers will experience answering computer-based questions, practice with all seven item types, and receive a printable IEP correlated to Common Core Standards and Aztec remediation. This program is internet based and can be used from anywhere there is an internet connection. Students create a personal user ID and password. Teachers also use www.GED.com for practice sample tests so students have an indication of what to expect on the GED test. The GED YouTube channel is also incorporated in class as it contains several useful videos that provide valuable information from how to solve equations to how to write an appropriate extended response, what to expect on the social studies test and how to use a

#### 8. Facilitate Learning in Context

#### The state will consider:

whether the eligible provider's activities provide learning in context, including through integrated education and training, so that an individual acquires the skills needed to transition to and complete postsecondary education and training programs, obtain and advance in employment leading to economic self-sufficiency, and to exercise the rights and responsibilities of citizenship;

WIOA Section 231(e)(8)

#### For question A-C, grantee must provide a written response in each section.

scientific calculator. NO PLANNED CHANGES

A. Describe how contextualized curriculum that integrates reading, mathematics, and language skills with occupational content will be developed and describe the instructional strategies and materials that will

be used. Provide specific examples for each NRS eligible program offered by the grantee in the 2019-2020 year.

The goal is to ensure that every student progresses and educational level and knows the availability of post-secondary and career options. In region 20, health care is listed an emerging industry. The instructors are integrating reading, math, and language skills with the student's career choice i.e. measuring the dosage of a medicine for the student who desires to become a nurse. In the English as Second Language class, basic reading skills are taught in the context of job or citizenship documents a student may be required to fill out. These activities provide real-world learning so the students gain the skills necessary for the workplace. Teacher strategies are employed and help the students retain the information include small group work, cooperative writing, and pair n 'share work where the students share ideas or complete a task together. Treasure Coast Technical College offers an EL/Civics preparation class in connection with our ELL classes once a student scores in the low intermediate level for ESOL or basic beginning level of ABE. The focus of the course is learning about U.S. history, government, naturalization and the responsibilities of citizenship. As a provider of Adult Education and Literacy for the LWDA 20, the School District of Indian River/Technical College is represented on the CareerSource Board.

B. Describe how the project will incorporate workplace preparation and technology activities that enhance the development of skills needed to successfully transition to postsecondary education, training, and the workforce. Provide specific examples for each NRS eligible program offered by the grantee in the 2019-2020 year.

The School District and Technical College follow the Florida Department of Curriculum Frameworks. The frameworks standards incorporate career and education planning in the standards. The Career Pathways instructor educates students on career options during orientation through MyCareerShines and other materials supplied to students. In addition, students can sign up for an employability skills workshop where they will learn about soft skills and how to properly fill out a job application and search for employment. These are available to both ABE, GED & ESOL students which are NRS eligible programs.

C. Complete the <u>Florida's Adult Education Career Pathways Program of Study form</u>, to describe how the grantee will develop and implement career pathways strategies as defined in WIOA Title 1, section 3(7) through pre-integrated education and training instruction and/or integrated education and training instruction that is aligned with the local workforce development plan.

## Florida's Adult Education Career Pathways Program of Study

Please check all that apply:	
	- Pre-IET is defined as an adult education instructional service approach (also urse and program instructional standards are taught contextually for a specific educational and career advancement.
eligible adult education program (GED®-I and/or EL and technical education program. The 2018-2019 CT	defined in Florida's WIOA unified plan as simultaneous enrollment in an CATE) and an eligible State Board of Education adopted postsecondary career E curriculum frameworks may be accessed at:  ech-edu/curriculum-frameworks/2018-19-frameworks
Agency and County covered under this Program of Stud School District of Indian River/Treasure Coast Technica	
Career Cluster(s): Health Science	Name of Local Workforce Development Board consulted with on this program of study:  CareerSource Research Coast – LWDB 20
Occupational Title(s) and SOC code(s) this program of s	tudy is preparing students for:
Medical Assisting 319092 Phlebotomist 292061	

		am Name	Program #		the career of program of their cl ow Pre-IET prepares students f	for in demand occupational				
				clusters and/or integrated education and training. If Pre-IET is not						
				currently available, describe how your agency is planning to implement Pre-IET. Provide specific action steps and a timeline.						
				During orientation students utilize MyCareerShines to create a profile						
	Adult Basic Education 9900000		and get exposure to different career clusters and educational							
E C	Adult Bas	sic Education	9900000	opportunities. This helps students to identify various career pathwa and transition into post-secondary.						
Die Die										
lge Prog	(If applicable)				class, instructors integrate re					
e P					e health science cluster. They					
f a g					osage conversions for math, a					
Bri					gy and pronunciation for reading					
					lish as Second Language clas					
	4 1 1/ FCO1		taught in the context of job or citizenship documents a student may be							
	A day	I+ FCOI	9900001			ide real world learning, so the				
	Adu	lt ESOL	9900001	required to	o fill out. These activities provi	•				
	Adu	lt ESOL	9900001	required to		•				
	Adu	lt ESOL	9900001	required to	o fill out. These activities provi	•				
	Adu	lt ESOL	9900001	required to	o fill out. These activities provi	•				
		entify the CTE P	rogram	required to	o fill out. These activities provi	•				
			rogram	required to students g	o fill out. These activities provi	e workplace.				
		entify the CTE P	rogram	required to students g	o fill out. These activities proving ain the skills necessary for the Industry Certification or	Expected # of Students to be				
поп	Id	entify the CTE P Name(s) & # or	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to be				
n e)	Ide GED® -I	entify the CTE P	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to be				
ram able)	Ide GED® -I Program	entify the CTE P Name(s) & # or	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to be				
rogram vlicable)	Ide GED® -I	entify the CTE P Name(s) & # or	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to b				
Adult Education T Program applicable)	Ide GED® -I Program	entify the CTE P Name(s) & # or	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to b				
Itenury Addit Education IET Program (if applicable)	GED® -I Program #9900130	entify the CTE P Name(s) & # or N/A	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to be				
IET Program (if applicable)	GED® -I Program #9900130	entify the CTE P Name(s) & # or	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to b				
IET Program (if applicable)	GED® -I Program #9900130	entify the CTE P Name(s) & # or N/A	rogram	required to students g  CTE  Program	Industry Certification or Licensure(s) Activities provi	Expected # of Students to be				

Where is the CTE pro	ram available?	
Treasure Coast Tech	nical College offers both Medical Assisting and Phlebotomy on same campus as ESOL and ABE	
	n train for an in demand occupation identified on the Local Workforce Development Regional Dema o the regional demand list.	and List?
Yes, both Medical As	sisting and Phlebotomy are identified on the regional demand list.	
https://careersourcerc.co	m/wp-content/uploads/2018/07/LWDB20-Regional-Demand-Occupation-List-18-19-1st-Qtr.pdf	

If IET is not currently available, describe how your agency is planning to implement IET through GED®-I and/ELCATE. Provide specific action steps and a timeline.

Although an IET course or program is not in place, Treasure Coast Technical College offers ABE classes 5 days a week and three evening providing students the opportunity to participate in both an ABE and CTE program at the same time. The programs are held on the same campus providing a bridge to career and workforce training.

#### 9. Qualified Instructors and Staff

#### The state will consider:

whether the eligible provider's activities are delivered by well-trained instructors, counselors, and administrators who meet any minimum qualifications established by the State, where applicable, and who have access to high quality professional development, including through electronic means;

WIOA Section 231(e)(9)

#### For question A-D, grantee must provide a written response in each section.

A. Describe the agency's plan for implementing continuous professional development in 2019-2020 to ensure staff are knowledgeable about adult education instruction, assessment, policies, procedures, career pathways strategies, and other priorities.

All teachers employed at Treasure Coast Technical College participate in school district and school based led professional development activities throughout the year. In 2018-2019, the School District of Indian River scheduled eight half days for students so teachers could participate in professional development. Furthermore, TCTC utilizes ipdae for in person training and webinars on instructional strategies, curriculum, and college and career readiness for GED/ABE and ESL. In addition, The Principal meets with the GED/ABE and ESL staff monthly to ensure staff are knowledgeable about adult education instruction, policies, and procedures, and priorities. Through this grant, 2 Adult Education instructors are able to attend the Adult and Community Education conference where they learn about strategies and best practices. TCTC provides a Career Pathways teacher who ensures a smooth transition from GED to earning a certificate or degree from a Technical Center and/or College. The counselor instructs students by using MyCareerShines, the state career information delivery system provided by the Florida Department of Education.

- B. Describe how the agency's 2019-2020 professional development plan supports instructors in incorporating current research and evidence-based instructional strategies that lead to effective program outcomes.
  - All the on-going professional development activities that instructors participate in utilize evidence based instructional strategies and are designed to support students in obtaining learning gains in both the Adult General Education program and ESOL
- C. Describe the agency's minimum qualifications for the instructors, counselors, and administrators delivering the program activities during 2019-2020.

The School District of Indian River and TCTC hire certified, professional teachers according to the guidelines of the State of Florida. Employment practices are based on School Board Rule 2.15, Prohibition of Unlawful Discrimination and Harassment (Employees) Applicants for Employment. The duties of these positions are outlined in each job description which can found using the District's website, www.indianriverschools.org/employment. As is stated per the job descriptions, individuals must have the qualifications, knowledge, skills and abilities of well-trained instructors to be employed.

# D. Complete the <u>9-D: Personnel Form, 2019-2020</u>, and submit with application. Division of Career and Adult Education 9D: Personnel Form, 2019-2020 Adult Education

Sum	mary Personnel Fo	rm	
Staff Type	Part-Time (Less than 30 hrs. per week)	Full-Time (30+ hrs. per week)	Total Number Paid by Grant Funds
Administrators		2	0
Counselors			
Instructors	3	2	4
Paraprofessionals	1	1	0
Volunteers	1		
Less than 1 Year	0	0	
Experience			
1-3 Years' Experience			
More than 3 Years'	4	5	4
Experience			
No Certification			
Adult Education			
Certification			
K-12 Certification	2	4	4
Special Education			
Certification			
TESOL Certification			

#### 10. Partnerships

#### The state will consider:

whether the eligible provider's activities coordinate with other available education, training, and social service resources in the community, such as by establishing strong links with elementary schools and secondary schools, postsecondary educational institutions, institutions of higher education, local workforce investment boards, one-stop centers, job training programs, and social service agencies, business, industry, labor organizations, community-based organizations, nonprofit organizations, and intermediaries, for the development of career pathways;

**WIOA Section 231(e)(10)** 

For questions A-C, please describe any changes from the original application. If there are no planned changes, grantee must write "No Planned Changes" in each section.

A. Describe partnerships, including partner responsibilities, with service providers such as schools, libraries, postsecondary institutions, businesses, and social service agencies that provide program support, outreach, and referrals of learners.

The Treasure Coast Technical College has created a collaborative effort among community agencies that will solidify our efforts to expand services and better meet the needs of the community. The Technical College does not subcontract services to another entity. TCTC has developed close relationships with Career Source Research Coast, the Economic Opportunities Council of Indian River County, Indian River County Sheriff's office, Adult Literacy Service (ALS) and Vocational Rehabilitation where clients are referred to adult general education and career/technical classes. TCTC and Adult Literacy Service (ALS) of Indian River County have a long-lasting, positive relationship. ALS uses volunteer teachers for Adult Basic Education and has coordinated with the school district for many years, sending its students, who have progressed to the sixth-grade level, to TCTC for continued education. TCTC continues its coordination with ALS to best serve the community. Further coordination exists with the Indian River County Sheriff's Department. Treasure Coast Technical College provides GED preparation classes at the jail three evenings or 9 hours per week. To provide instruction throughout the county, Treasure Coast Technical College utilizes district K-12 schools where they provide classrooms and computers that enable our instructors to educate students who didn't achieve a high school diploma or desire to learn the English language.

#### **NO PLANNED CHANGES**

B. Describe how the project will develop partnerships and implement career pathway strategies, (which may include IET programs) that are aligned to the local workforce development board plan to expand access to employment, education and other services for individuals with barriers to employment.

The School District of Indian River/Treasure Coast Technical College is represented on the CareerSource Board. In addition, the Principal of the Technical College serves on the Youth Council Committee. Information is shared at these meetings to address service gaps, leverage resources, and improve access to education and employment. The current MOU with CareerSource serves to collaboratively partner to provide adults with the knowledge and skills

they need to enroll and be successful in post-secondary education. For those individuals where English is their second language, the purpose is to improve their English speaking and writing skills to help them acquire the communication skills needed to function effectively as workers, parents, and citizens. It also to advance their academic skills so that they can earn a high school credential. This will give them the opportunity to pursue post-secondary education and expand their career options and credential attainment. As a partner of CareerSource, the Technical College is listed as an eligible training provider. This partnership also serves as way for eligible students to get access to support services listed in WIOA such as gas assistance, vehicle repair, and child care. **NO PLANNED CHANGES** 

C. Describe sub-recipient(s) partnership agreements in which instructional services are contracted (include sub-recipient name, how student data will be managed, projected enrollment, instructional practices, staffing, program offering, instructional schedule and total amount of funds).

The School District of Indian River/Treasure Coast Technical College does not subcontract any services.

#### 11. Support Services

#### The state will consider:

whether the eligible provider's activities offer flexible schedules and coordination with Federal, State, and local support services (such as child care, transportation, mental health services, and career planning) that are necessary to enable individuals, including individuals with disabilities or other special needs, to attend and complete programs;

WIOA Section 231(e)(11)

#### For question A-B, grantee must provide a written response in each section.

A. Describe how the program will assess students' educational needs, need for support services, and accommodations during the 2019-2020 academic year.

The educational services offered at each location are equipped with certified instructors, have flexible hours and offer classes during the day and evening, and use an open-entry/open-exit format. Treasure Coast Technical College offers support services and accommodations to ensure inclusion for persons with disabilities and other special needs during class time; and,

the GED test, if approved by DOE. If students verbalize or an instructor believes a student needs support services, the Career Pathway instructor will meet with the student, determine the need or options and refer the student to the appropriate agency. As needed, programs are expanded to accommodate changes of location and/or number of students.

B. Describe the agency's coordination of support services (e.g., child care, transportation, mental health services, career planning, postsecondary advisement) to reduce barriers to employment for adults to access educational services, support their academic advancement, and transition to postsecondary education or training during the 2019-2020 academic year.

Through this grant, Treasure Coast Technical College provides a Career Pathways instructor who helps to provide guidance and career planning on transitioning from Adult Education to earning a certificate or degree from a Technical Center and/or College. This process starts when a student registers' and attends an orientation. The Career Pathway instructor includes career exploration that promotes career pathway opportunities for adult learners. Each student receives a packet that provides them with information concerning potential funding sources for career programs, labor statistics on earnings and education, fastest growing occupations in Florida, and career clusters. The counselor introduces the MyCareerShines, and the students have an opportunity to access it during orientation and set up an account. The students are provided with a list of local postsecondary career institutions that create greater opportunities for them to transition to postsecondary education and workforce training programs. Coordination of support services is also a job function of the Career Pathways instructor. This position allows for counseling of students and determining need and referral of appropriate services. The instructor works closely with local agencies to stay abreast of available community support services for child care, mental health, transportation, and housing and utility bill assistance.

#### 12. High Quality Information and Data Collection Systems

#### The state will consider:

whether the eligible provider maintains a high-quality information management system that has the capacity to report measurable participant outcomes (consistent with section 116) and to monitor program performance;

**WIOA Section 231(e)(12)** 

For question A-E, grantee must provide a written response in each section. Describe the agency's data management information system and practices for the following during the 2018-2019 academic year:

- a. Tracking student outcomes
- b. Monitoring program performance
- c. Maintaining quality in the data
- d. Data collection and data privacy
- e. Tracking attendance records and
- f. Tracking student assessments

A) The School District of Indian River and the Technical College utilize FOCUS school reporting software to manage information. Student outcomes are recorded in FOCUS with the reporting of LCP's, course scheduling, and results of student GED tests. TCTC utilizes reports within the Student Information System (SIS). This report displays data inaccuracies that would case survey invalidations. As an Ad-hoc process, this is reviewed at least twice a month to spot any data entry errors. TCTC works with our Information Services staff to modify our system, create required fields, move fields to be more visible or flow to meet our processes. They also generate custom reports to assist with our efforts. Data that is entered is stored on physically secured servers. The data is accessed via 256-bit encrypted HTTPS. User passwords must meet complexity requirements and are changed every 60 days. Student attendance is inputted by instructors into FOCUS. FOCUS provides an ongoing record of student attended hours and runs a nightly withdrawal report. FOCUS will automatically withdrawal any student who has not attended in 6 days and the withdrawal is reflected in the report which is distributed to the Principal, District IT, and instructors. The software can track student progress through the uploading of TABE and CASAS test results to the system. Student pre-and post-test results can be monitored through a summary report which will give an indication of program performance.

B. Describe how the agency's personnel will engage in the collection, entry, attestation, correct errors and resolution of issues in the data management system during the 2019-2020 academic year.

Treasure Coast Technical College and District IS export test data (TABE, CASAS) once a month and import the data into FOCUS, student management software. This data is populated with each student's record and the TABE and CASAS results on "Test Record" panel in FOCUS and is available upon request. FOCUS runs a nightly LCP report to ensure that LCP's are being recorded correctly. The report will indicate the number of records updated as well as the ones with errors. The TCTC will collect data and work with district IT to produce monthly reports which identify missing, incomplete, and out-of-range data.

C. Describe how data will be used for program management, to measure participant outcomes, and program improvement, such as evaluating learning gains and student goal achievement during the 2019-2020 academic year.

FOCUS the school reporting software system runs a nightly LCP report. This report provides data on the number of students who have earned an LCP or made a learning gain. This report will be used to help track overall student achievement. In addition, FOCUS can run an advanced report to show a student's beginning and current or ending functioning level, and number of hours in attendance. These reports will assist with program management and evaluation of program effectiveness.

D. Describe how the project will comply with the reporting requirements of the National Reporting System (NRS) and WIOA Performance Measures (Section 116) during the 2019-2020 academic year.

This project will comply with reporting requirement for both NRS and WIOA by obtaining the required information during the intake process. The required data reporting elements will be inputted into FOCUS the school reporting software, so they are submitted with the appropriate survey. The registration, student CASA, and student TABE forms that contain the data elements required are securely filed in the records specialist's office. The FOCUS system has the ability to track student attendance, outcomes, and assessments. The data will be

submitted through WDIS during each survey. In addition, district IT staff attend WEDDAC meetings and FOCUS survey summits to ensure reporting requirements are being met.

E. Eligible recipients must submit a copy of the standardized Student Data Summary used by their agency for registration of students. This document must include all data elements listed on the 12-E: Student Data Summary located in the Attachments section. This document is also located in the Application Support Documents Section located on the Division's website: <a href="http://www.fldoe.org/academics/career-adult-edu/funding-opportunities">http://www.fldoe.org/academics/career-adult-edu/funding-opportunities</a>.

SEE NEXT PAGE

PRINT FIRMLY AND	CHECK
ALL APPROPRIATE	BOXES

PRINT FIRMLY AND CHECK ALL APPROPRIATE BOXES  School District of Inc.  Treasure Coast Technica	•	PHONE • 772-564-4970 FAX • 772-564-4994
LAST NAME FIRST MIDDLE	JR. SR. III SOCIAL SEC	-
MAIDEN LAST NAME DRIVERS LICENSE #  HOME ADDRESS  House # Street Apt.#	Grades 1-5 High School Diploma Grades 6-8 GED Diploma Grades 9-12	□ Some Post Secondary Education No Degree □ AS, AA, Bachelor, Master, or Doctoral Degree
City State Zip Code	■ U.S. Based Schooling  EMPLOYMENT STATUS	tional Origin of Your Schooling  Non U.S. Based Schooling  STUDENT TYPE
HOME PHONE (	<ul> <li>Employed (Unsubsidized)</li> <li>Unemployed - looking for unsubsidized employment</li> <li>Unemployed - not in labor force</li> </ul>	<ul> <li>Veteran</li> <li>Incarecerated</li> <li>Receiving Public Assistance</li> <li>Homeless</li> </ul>
Race and Gender Responses are Voluntary  RACE  White Asian, Pacific Islander Hispanic Female Black American Indian, Alaskan Multiracial  RESIDENCY Florida Resident Out of State, U.S. Resident US Citizen Resident Non-Resident Alien  City, State & Country of Birth  Emergency Contact Name Phone(	ADULT STUDENT GOAL  (A) Obtain a Job (C) Retain Employment (D) Pass GED (E) Obtain High School Diploma (F) Advance to Postsecondary Level (I) Citizenship Economically Disadvantaged * Displaced Homemaker * Academically Disadvantaged * * See Reverse Side	□ Single Parent □ Maintain Driver's License □ Court Ordered □ TANF - Cash Assistance □ AHS/GED/ABE □ Documented Disability (Confidential File) □ Work Release □ Workplace Site □ Postsecondary Vocational □ ESOL/EL Civics
Emergency Contact Language		

REFUND POLICY - NO REFUND GRANTED IF REQUESTED LATER THAN 5 WORKING DAYS BEFORE CLASS BEGINS. REGISTRATION FEE IS NON-REFUNDABLE UN-STUDENT'S LESS CLASS IS CANCELLED. PRICES SUBJECT TO CHANGE DUE TO INCREASE **SIGNATURE** DATE IN TEXTBOOK COST.

I DO DO NOT give the Treasure Coast Technical College authority to release student information.

I HAVE READ AND UNDERSTAND THIS POLICY.

INITIAL:

DO NOT WRITE BELOW THIS LINE								
Day	Class Time	Room No.	Facility	Course name:	Beg. Date	End Date		
M T W TH F S				Course Number				
otal # of class hours	Registration Fe	e Tuition Fee	Scholarship/Sp	onsor Cash/0	Check Receipt #	Total Cost		

Our Mission: The Treasure Coast Technical College provides lifelong learning opportunities and career educational programs in an atmosphere of encouragement and support

THE SCHOOL BOARD OF INDIAN RIVER COUNTY ASSURES EQUAL ACCESS IN ALL COURSES FOR ELIGIBLE STUDENTS.

**REV 2018** GS7-Item #82

#### 13. Integrated English Literacy and Civics Education (IELCE)

#### The state will consider:

whether the local areas in which the eligible providers are located have a demonstrated need for additional English language acquisition programs and civics education programs.

WIOA Section 231(e)(13)

These questions only apply to grantees that indicated this program offering in their 2017-2018 grant application.

A. Describe how the local area has a demonstrated need for a program that integrates English Language Acquisition (ELA) programs and Civics Education.

#### NOT APPLICABLE

- B. Describe the program's experience with and/or ability to provide instruction and services to English language learners. Include information regarding:
  - a. Curriculum/material used to provide instruction to this population;
  - b. Career pathways available to this population.

#### NOT APPLICABLE

- C. Describe how the program will implement each of the required ELA program components listed below as defined in WIOA section 203:
  - a. Literacy
  - b. English Language Acquisition
  - c. Civics Education
  - d. Integrated education and training (optional)

#### **NOT APPLICABLE**

#### 14. Family Literacy Services

#### The state will consider:

activities that are of sufficient intensity and quality, to make sustainable improvements in the economic prospects for a family and that better enable parents or family members to support their children's learning needs, and that integrate all of the following activities:

- A. Parent or family adult education and literacy activities that lead to readiness for postsecondary education or training, career advancement, and economic self-sufficiency.
- B. Interactive literacy activities between parents or family members and their children.
- C. Training for parent or family members regarding how to be the primary teacher for their children and full partners in the education of their children.

D. An age-appropriate education to prepare children for success in school and life experiences.

AEFLA Section 203(9)(A-D)

These questions only apply to grantees that indicated this program offering in their 2017-2018 grant application.

A. Describe how the local area has a demonstrated need for a program that integrates family literacy educational services.

N/A

- B. Describe the program's experience with and/or ability to provide Family Literacy services. Include information regarding:
  - a. Curriculum/material used to provide instruction to this population;
  - b. Types of activities that will be implemented in family literacy program; and
  - c. Partnerships, support services and accommodations.

N/A

#### 15. Budget Narrative

For question A-E, grantee must provide a written response in each section.

A. Explain how the funds awarded will be spent to meet the objectives consistent with the requirements of WIOA (as outlined in the eligible providers' written narrative response to the thirteen (13) considerations).

The funds awarded from this project will be primarily used to secure a qualified instructional staff to provide adult general education opportunities. By providing access to Adult General Education and ESOL classes the school is meeting WIOA guidelines by offering services to those most in need. As a core program partner in the One-Stop delivery system, SDIRC aligns its resources and programs of study to facilitate the development of career pathways for jobseekers and co-enrollment as appropriate in activities that lead to post-secondary credentials and self-sufficient employment. The funds will also supply appropriate professional development for teachers based on the students served. In addition, it will help to offset the costs of supplies and educational and career materials. This project and budget will also continue to support collaboration between the LWFB, community agencies and the School District of Indian River.

- B. Describe how funds will be used to supplement adult education services.
  - The funds will also supply appropriate professional development for teachers based on the students served. This will supplement the program through quality instruction which in the end benefits the student. In addition, it will help to offset the costs of supplies and educational and career materials. This project and budget will also continue to support collaboration between the LWFB, community agencies and the School District of Indian River.
- C. Describe any fiscal cooperative arrangements the eligible provider has with other agencies, institutions, core partners, or organization for the delivery of adult education and literacy activities.
  - There is currently no fiscal cooperation arrangement with other agencies, institutions, core partners, or organization for the delivery of adult education and literacy services
- D. Submit a signed Florida's <u>15-D: Assurance and Acknowledgement Form, 2019-2020, Adult General Education Grant</u>. This form is located on the Division's website: <a href="http://www.fldoe.org/academics/career-adult-edu/funding-opportunities">http://www.fldoe.org/academics/career-adult-edu/funding-opportunities</a>.



# Division of Career and Adult Education Assurances and Acknowledgements, 2019-2020, Adult General Education Grant

T	A	P	S#	20B022

Applicants must thoroughly read the assurances and acknowledgements prior to determining whether to submit an application. If an applicant is awarded funds, the applicant will become a grantee and must agree to all terms and conditions herein.

The agency head must initial each item in the space provided. Failure to assure compliance with each of the following requirements will result in the rejection of the application.

SDIRC/Treasure Coast Technical College, hereby acknowledge and agrees to the statements below.

#### A. Adult Education Instructional and Programmatic Assurances

The Grantee agrees:

To ensure that funds awarded under Title II of WIOA, will only be used to support or provided, services or activities for eligible individuals in accordance with section 203(4) of WIOA, unless it is providing programs, services or activities related to family literacy activities, as defined in section 203(9) of WIOA.

To establish a minimum level of adult education instructional service for the county it serves through the following provisions:

- a) Provide access to instructional services and create an instructional calendar which will ensure students a minimum of 10 hours of instruction per week per program for at least 32 weeks of the year;
- b) Submit verification of the provision (above) in the form entitled, "Fiscal year 2018-2019 Program Schedule by County and Site" as part of the application;
- c) Provide periodic updates to the program schedule in b) when requested; and,
- d) Enroll during the fiscal year a minimum of 20 students.

To meet the minimum enrollment target for 2019-20, originally established as part of the 2017-18 application proposal and to meet that level throughout the terms of the grant. Grantee understands that failure to meet these targets will result in the return of grant funds to the state agency and will be expected to submit enrollment information for use in verifying whether or not the application targets have been met. The following levels are required for full payment of the grant award:



- a) For year 1, Grantees must meet 85% of the enrollment target in grant proposal;
- For year 2, Grantees must meet 90% of the enrollment target in grant proposal; and,
- c) For year 3, Grantees must meet 100% of the enrollment target in grant proposal.

To use the Florida adult education curriculum frameworks located at <a href="http://fldoe.org/academics/career-adult-edu/adult-edu/">http://fldoe.org/academics/career-adult-edu/adult-edu/</a> in accordance with Rule 6A-6.0571, F.A.C. to plan, deliver and assess instruction.

To ensure that all adult education teachers meet the minimum requirements set forth per section 1012.39 (1)(b), Florida Statute (F.S.)

To comply with all adult education provisions found in sections 1004.02, 1004.92, 1004.93 and 1011.80 F.S. The statutory language may be accessed through this site: <a href="http://www.leg.state.fl.us/Statutes">http://www.leg.state.fl.us/Statutes</a>

To comply with State Board of Education Rules 6A-6.014, 6A-6.0571, 6A-10.0381 F.A.C and technical assistance papers titled, "Florida Adult Education Assessment Technical Assistance Paper and Florida Adult High School Technical Assistance Paper" available at <a href="http://fldoe.org/academics/career-adult-edu/adult-edu/technical-assistance-papers.stml">http://fldoe.org/academics/career-adult-edu/technical-assistance-papers.stml</a>.

To assure that costs associated with the GED® tests, test administration, proctoring, travel, or any other activity relating to the actual GED® test process are not allowable, and no expenditures may be charged to the Federal grant for such activities. The only allowable costs are those instructional costs associated with test preparation instruction (e.g., instruction, materials for instruction).

To provide local professional development for staff and faculty and ensure participation in state-provided professional development and meetings as appropriate and deemed mandatory by the state.

#### B. Adult Education Program Performance: Program Improvement and Data Reporting

The Grantee agrees:

To adhere to the prescribed data collection and reporting requirements from the FDOE and as mandated by the Workforce Innovation and Opportunity Act (WIOA) and the National Reporting System (NRS). Annually, the FDOE will publish data reporting handbooks identifying all reporting requirements and formats.

- Failure to report accurate and complete data during the required reporting periods may result in the return of funds.
- b) If a sub-recipient or partner is used for instructional services, it is the sole responsibility of the Grantee to ensure the sub-recipient adheres to the prescribed data collection and reporting requirements.

To ensure accurate and detailed reporting, as mandated by the Workforce Innovation and Opportunity Act and the National Reporting System, by making every effort to collect social security numbers without coercion or to use a Florida student identification number associated with a social security number for all adult education participants (including English Language Learners), as specified under s. 1008.396, F.S.

To accept that failure to collect social security numbers can result in a negative impact on any performance measure that requires follow-up into postsecondary education and employment and that without a social security number additional data collection on exit

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outcomes may be required to be collected and submitted through a supplemental process.

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To agree to accept the State Performance Targets for measurable skills gains as negotiated by the Division of Career and Adult Education (DCAE) for each program type (ABE or ESL) with the United States Department of Education, Office of Career, Technical and Adult Education (OCTAE) on an annual basis.

To accept that performance on Florida's Adult Education State Performance Targets is based on each recipient's accurate data submission of student enrollment and completion data as reported to the state to be included in the WIOA Annual Performance Report and in the National Reporting System (NRS) Table 4, submitted annually to OCTAE by the FDOE. This includes enrollment and completion data for each eligible sub-recipient regardless of whether the data was submitted to the FDOE by the Grantee or directly by the sub-recipient.

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To accept that each eligible recipient will be expected to meet the state performance target for Exit-based Performance Indicators beginning in year 3 (2019-20). The DCAE negotiates State Performance Targets for each indicator with the OCTAE on an annual basis.

To accept that performance on Florida's Adult Education State Performance Target is based on each recipient's accurate data submission of student enrollment and completion data as reported to the state, also to be included in the WIOA Annual Performance Report and in the National Reporting System (NRS) Table 5, which is submitted annually to OCTAE by the FDOE. This includes enrollment and completion data for each eligible sub-recipient regardless of whether the data was submitted to the FDOE by the Grantee or directly by the sub-recipient.

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To agree to meet at least 90% of Florida's Adult Education State Performance Target(s) and to submit an Adult Education Program Improvement Plan (AEPIP) if the DCAE determines that an eligible recipient failed to meet at least 100% of performance targets.

To accept the requirements to implement additional program improvement measures and/or activities if any of the following conditions occur:

- a) Grantee is not meeting 90% of the required performance targets.
- b) Grantee is not meeting the state goal for post-test rate of eligible participants. The state goal for post-test rate is adopted annually in the Adult Education Assessment Technical Assistance.
- c) The DCAE determines that an eligible recipient is not properly implementing an AEPIP or is not making substantial progress meeting measurable skills gains for the purposes of the Act. NOTE: DCAE staff will work with the Grantee to implement improvement strategies and activities consistent with the requirements of the Act

#### C. Collaboration and Coordination of Services of Participants in WIOA Core Partner Programs

#### The Grantee agrees:

To coordinate programs, activities, and service with other WIOA partners to ensure nonduplication of service(s).

To align program activities to the Local Workforce Development Board (LWDB) Plan for WIOA providers, collaborate to provide supportive services, and partner to promote concurrent enrollment with Title I programs.

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To enter in an umbrella memorandum of understanding or a separate memorandum of understanding relating the operation of the one-stop delivery system in the local area with the Local Workforce Development Board in accordance with 34 CRF 361.505.

To ensure that a local one-stop infrastructure cost agreement has been executed in accordance with 34 CFR 361.720.

#### D. Grants and Fiscal Management and other Federal and State Administrative Provisions

#### The Grantee agrees:

To accept that funds will be made available for a three-year period (July 1, 2017 to June 30, 2020) grant period, subject to funding appropriation for subsequent years and must be renewed through a formal continuation application process each fiscal year the Grantee agrees to provide instructional services.

To accept overall responsibility for ensuring that the grant funds are managed in accordance with the AEFLA, GEPA, OMB Circulars, UGG, EDGAR, and any other relevant statutes, regulations for guidance. Furthermore, the applicant accepts the responsibility to use fiscal control and accounting procedures that will ensure the proper disbursement of, and accounting for, federal funds. Applicable federal regulations

- a) Education Department General Administrative Regulations (EDGAR) http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html
- b) 2 CFR 200 in the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.

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To retain records for financial transactions and supporting documentation for auditing purposes. If records are requested by the FDOE or the State of Florida Division of Financial Services, all records must be provided. Records should be maintained for five years from the last day of the program or longer if there is an ongoing investigation or audit.

To accept the requirement that the FDOE will evaluate the effectiveness of project activities based on established and approved performance goals. Department staff monitors recipients' compliance with program and fiscal requirements according to applicable federal and state laws and regulations specified by:

- 2 C.F.R. 200 of the OMB Uniform Guidance https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniformadministrative-requirements-cost-principles-and-audit-requirements-for-federal-
- Florida Department of Financial Services Reference Guide for State Expenditures (http://www.myfloridacfo.com/aadir/reference\_guide/) and guidelines published in the Florida Department of Education's Green Book available at: http://www.fldoe.org/finance/contracts-grants-procurement/grantsmanagement/project-application-amendment-procedur.stml.
- The DCAE, Quality Assurance Policies, Procedures and Protocols Manual is available at: http://www.fldoe.org/academics/career-adult-edu/compliance/.

To ensure that funds received through this grant will be used to supplement WIOA eligible adult education programs operating with local funds and will in no case be used to supplant local and state funding for such programs. For a list of eligible programs, see attachment titled "WIOA Eligible Adult General Education Programs." This document is

located in the attachment section of the Request for Application (RFA).

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To maintain Personnel Activity Reports (also referred to as Time and Effort Reports) for all federal and state funded employees and ensure that these reports are signed by the employee and the supervisor.

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To accept that FDOE contract managers will periodically review the progress made on the activities and deliverables listed. If the Grantee fails to meet and comply with the activities/deliverables established in the contract or to make appropriate progress on the activities and/or towards the deliverables and they are not resolved within two weeks of notification, the contract manager may approve a reduced payment or request the Grantee redo the work or terminate the contract.

To submit a completed DOE 499 form, Final Project Disbursement Report, and the Projected Equipment Purchases Form to the FLDOE, Comptroller's Office, by August 20, 2020.

To accept that equipment purchased under this program must follow the OMB Uniform Guidance found at https://www.federalregister.gov/articles/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-forfederal-awards.

To ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to: http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf

To accept that if Grantee, in FDOE's sole determination, fails or refuses for any reason to perform any of its obligation under this contract or violates the grant policies, procedures or assurances, FDOE may impose such sanctions as it may deem appropriate. Sanctions may include, but are not limited to, placing the Grantee on a Corrective Action Plan (CAP), cancellation or termination of the contract, repayment of funds to the Agency. reduction in current year funds, reduction in future funds, withholding of payments in whole or in part, and the seeking of other remedies as may be provided by this contract law. Any cancellation, termination, or suspension of this contract, if imposed, shall become effective at the close of business on the day of Grantee receipt of written notice thereof from FDOE.

To accept that in expending funds made available under Title II of WIOA, the grantee will comply with section 8301 through 8303 of the Buy American Act (41 U.S.C. 8301-8303).

#### Data Privacy and Security

The Grantee agrees:

To comply with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. 1232g), a federal privacy law administered by the U.S. Department of Education. FERPA and its implementing regulations (34 Code of Federal Regulations [CFR] part 99) protect the privacy of students' education records and afford parents and eligible students certain rights to inspect and review education records, to seek to amend these records, and to consent to the disclosure of personal identifiable information (PII) from education records. Unless expressly indicated in 20 U.S.C. 1232g, FERPA prohibits the disclosure of PII from education records without written consent. For the full text of 20 U.S.C. 1232g, see the Office of the Law Revision Counsel's United States Code Web page at http://uscode.house.gov/view.xhtml?rea=(title:20%20section:1232g%20edition:prelim). The USDOE provided information on FERPA on this site: https://ed.gov/policy/gen/guid/fpco/ferpa/index.html.

To ensure access to individual records will be stringently controlled through technical security conventions and passwords, complimentary to those established by Northwest Regional Data Center. Appropriate computer passwords and Login ID's shall be assigned to users in order to establish each user's data access authority only to the records or data elements required to complete federal- or state-mandated activities.

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To comply with records retention schedules established by the Florida Department of State, Division of Library and Information Services, Records management program, consistent with the requirements of Section 257.36, Florida Statutes.

To inform individuals applying for or receiving services, in writing, that their personal and confidential information:

- a) will be shared only among the WIOA core program partner staff and subcontractors:
- b) will be used only for the purpose of conducting an employment data match and that further disclosure of personal confidential information or records is prohibited: and
- c) will not be shared among WIOA core partners if the individual declines to share personal confidential information or records and that declining to share will not impact eligibility for services.

I certify that I have reviewed, understand, and agree to comply with the above assurances.

Susan Moxley, Ed.D.
Print Name of Agency Head

**Print Name of Program Contact** 

Signature of Program Contact

#### 16. Support for the Strategic Plan

Describe how the project will incorporate one or more of the Strategic Goals included in the Florida's Next Generation PreK-20 Education Strategic Plan.

URL: http://www.fldoe.org/policy/state-board-of-edu/strategic-plan.stml

Supporting the Florida's State of Education Strategic Plan, Treasure Coast Technical College goal is to support student achievement through utilizing FLDOE curriculum frameworks, providing direct instruction and developing strategies to meet student needs that result in the highest student achievement, Goal 1 of the Strategic Plan. The school will increase college readiness and success for ABE/GED students so they will have the knowledge, skills, and academic preparation needed to enroll and succeed in introductory college credit-bearing courses without the need for remediation. The school will also provide maximum access to instruction through day and evening classes along with the opportunity to access workforce education opportunities, Goal 2 & 3 of the Strategic Plan.

#### 17. General Education Provisions Act (GEPA) – For Federal Programs

Grantees must provide a concise description of the process to ensure equitable access to, and participation of students, teachers, and other program beneficiaries with special needs. For details, refer to: <a href="http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf">http://www.ed.gov/fund/grant/apply/appforms/gepa427.pdf</a>.

The School District of Indian River County will utilize all possible and appropriate strategies to ensure equitable access to and participation in all federally assisted programs. Board Rule 2260D, General Administration, assures that there shall be no discrimination against any students, teachers, parents or community members because of gender, race, national origin, color, disability, or age; except when it is necessary to meet bona fide program requirements. The School District of Indian River County shall take all necessary actions to comply with the letter and spirit of state and federal laws providing for equitable participation. Strategies shall include:

- Utilize staff to facilitate access to and participation in adult literacy programs such as providing potential participants with handouts which are written in their native language.
- Encourage students, teachers, and community members to become active participants.
- Designate administrative personnel to provide information to students, teachers, and community members in regard to equal access to programs; for instance, offer adult literacy in communities where there is a need for services.
- Eligible students who meet program selection criteria will be able to participate i.e. 16 years or older and withdrawn from school.
- Adherence to the grievance process for prompt process of discrimination charges.
- Utilized internal reporting and modification procedures to evaluate the effectiveness of the plan such as monitoring the students' data base to ensure that equitable participation is achieved.

It is anticipated that due to the above strategies, the School District will increase equitable access to and participation in all its adult general education programs.

# WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST d/b/a CAREERSOURCE RESEARCH COAST AND TREASURE COAST TECHNICAL COLLEGE MEMORANDUM OF UNDERSTANDING

- I. **PURPOSE**: This Memorandum of Understanding (MOU) establishes a partnership between Treasure Coast Technical College and the Workforce Development Board of the Treasure Coast d/b/a CareerSource Research Coast.
- II. PARTIES TO THIS MEMORANDUM OF UNDERSTANDING: Parties to this Memorandum of Understanding (MOU) are:
  - A. Workforce Development Board of the Treasure Coast d/b/a CareerSource Research Coast, herein called CSRC, is a private, non-profit organization charged with developing and overseeing a workforce development strategy that is responsive to the needs and concerns of Research Coast employers and job-seekers. CSRC partners with employers, economic developers, educators and other community based organizations to enhance economic vitality in the local workforce area (LWDA 20). CSRC is the designated grant recipient and administrative entity for federal and state workforce development programs and oversees the One-Stop Career Centers, serving Indian River, Martin and St. Lucie Counties. CSRC oversees the day to day operations of the One-Stop Career Centers. The One-Stop Career Centers are a seamless system of employment, training and support services for employer customers and job-seeking clients. The One-Stop Career Centers are a collaboration of partners with a common goal of enhancing economic vitality in the local workforce area (LWDA 20). CSRC is located at 584 NW University Blvd., Suite 100, Port St. Lucie, Florida 34986.
  - B. Treasure Coast Technical College, Adult Education program serves residents in Indian River County. The program provides an opportunity to learn English, improve literacy skills, and earn a high school equivalency diploma. This comprehensive program provides students with the needed support to advance them into college or career technical level classes. The Treasure Coast Technical College is located at 4680 28th Court, Vero Beach, FL 32962.
- III. GOALS: Jointly, the parties to the MOU agree to work together to:
  - A. Eliminate the unwarranted duplication of services, reduce administrative costs, and enhance the participation and performance of clients served through the system via information, education and service.
  - B. Establish guidelines for creating and maintaining a cooperative working relationship that facilitates joint planning and evaluation of services, and to develop more efficient management of limited financial and human resources.
  - C. Develop career pathways and opportunities for residents of Indian River County that promote employment and training activities.
- IV. **GENERAL PROVISIONS:** Parties to this MOU agree jointly to coordinate and perform the activities and services described herein within the scope of legislative requirements governing the parties' respective programs, services, and agencies. All parties agree to:
  - A. Be responsible for providing those services in which they specialize or for which they receive funding to the extent determined by the program's authorizing statute.
  - B. Cross refer individuals as necessary to meet the needs of individuals.
  - C. Verify and share information necessary to document outcomes in the State's information systems, Employ Florida (EF).
  - D. Share resources to provide a continuum of services appropriate for the customers' needs.
  - E. Comply with all policies and procedures regarding customer confidentiality, data security and referrals between partners.
  - F. Participate in and provide training and cross-training, as deemed appropriate, to ensure that staff are familiar with all programs offered by each agency in order to integrate services, reduce duplication, and improve overall service delivery.
  - G. Actively participate in joint job placement activities.
  - H. Provide appropriate marketing materials to each other to facilitate cross referrals.
  - Assume liability for its actions and the actions of its agents and hold harmless, defend and indemnify all
    other parties to this MOU from any and all claims for damages, including costs and attorneys' fees resulting,
    in whole or part, from the Partner or its agents' activities under this MOU.

# WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST d/b/a CAREERSOURCE RESEARCH COAST AND TREASURE COAST TECHNICAL COLLEGE MEMORANDUM OF UNDERSTANDING

#### V. ASSURANCES:

- A. The parties to this MOU shall not exclude from participation, discriminate against, or deny employment services or benefits to any person; including trainees, in the administration of or in connection with any program administered by the Partners on the grounds of race color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Workers' Compensation benefits, juvenile justice record, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above named characteristics. Each customer served by the parties to this agreement shall have recourse through the appropriate complaint procedure.
- B. The parties to this MOU will assure that it will follow its affirmative action plan to assure nondiscrimination, written personnel policies, and grievance procedures for complaints and grievances from applicants, subcontractors, employers, employees and other interested persons, all in accordance with applicable statues and regulations.
- C. No funds utilized in conducting activities under this agreement shall be used to promote religious or antireligious activities; or used for lobbying activities, or political activities.
- D. Each party to this agreement assures that it is an equal opportunity employer and is aware of and shall comply with Equal Employment Opportunity Commission practices as mandated by state and federal statutes and regulations.
- E. Each party to this agreement assures that it will follow a Drug-Free Workplace policy that is in compliance with the Drug-Free Workplace Act of 1988 and the Clean Air Act.
- F. Each party to this agreement ensures that the needs of individuals, to include those with barriers to employment and those with disabilities, are addressed by providing access to services, including access to technology and materials that are available through the one-stop delivery system.
- VI. **METHODS OF REFERRAL:** Parties to this MOU will work together to develop referral procedures that assure quality and convenient services for qualified clients.

#### VII. COST SHARING/RESOURCE SHARING:

- A. CareerSource Research Coast will provide: (as related to career and job search activities)
  - 1) Infrastructure such as rental of the One-Stop Career Center facility and all related utility and maintenance fees:
  - 2) Resource room equipment to include computers, software/materials for career research and assessment and job matching;
  - 3) Related assistive technology and equipment for individuals with disabilities; and
  - 4) Technology to facilitate access to the One-Stop Career Center website to include technology used for planning and outreach activities.
- B. Treasure Coast Technical College will provide:
  - 1) Infrastructure such as classrooms and facilities to include all related utility and maintenance fees;
  - 2) Equipment and materials to include computers and software for face-to-face or online classrooms and tutoring needs; and
  - 3) Related assistive technology and equipment for individuals with disabilities.
- C. CareerSource Research Coast and the Technical Center for Career and Adult Education agree to satisfy the requirements of 34 CFR 361.505 and 34 CFR 361.720. Infrastructure Funding Agreements, where applicable, may be a mandatory component of this MOU and must be in place no later than January 1, 2018.
- VIII. **TERM OF MEMORANDUM OF UNDERSTANDING:** This MOU commences on the day it is signed by all parties and expires June 30, 2020 unless terminated earlier upon thirty (30) days written notice to all parties via certified U. S. Mail. This MOU must be reviewed and renewed not less than once every three (3) years.

Page 49 of 59

# WORKFORCE DEVELOPMENT BOARD OF THE TREASURE COAST d/b/a CAREERSOURCE RESEARCH COAST AND TREASURE COAST TECHNICAL COLLEGE MEMORANDUM OF UNDERSTANDING

- IX. **AMENDMENTS AND MODIFICATIONS:** This MOU may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties and sent certified U. S. Mail. All parties must be given a minimum of 30 days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect. If any provision of this MOU is held invalid, the remainder of the Memorandum shall not be affected.
- X. **DISPUTE RESOUNTION**: Partners in the one-stop delivery system will function by consensus. When consensus cannot be reached and the service delivery is impaired, the parties to the dispute will adhere to an agreed upon dispute resolution procedure.
- XI. SIGNATURES: Parties to this MOU agree to all terms and conditions contained herein by their signatures below.

CareerSource Research Coast and Treasure Coast Technical College hereby acknowledge their understanding and acceptance of their respective responsibilities related to this MOU.

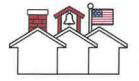
DIE	6/15/18
Brian K. Bauer, President/CEO	Date
Workforce Development Board of the Treasure Coast d/b/a CareerSource Research Coast	
May Muluf	6/23/18
Dr. Mark Rendell, Superintendent	Date
School District of Indian River County	

### **Project Performance Accountability Form**

The Division of Career and Adult Education has already populated this form with the required information.

- Submit this form with the application as printed.
- See Checklist (last page of this RFA) for proper placement of this form in the application package.

Project Perform	nance and Accountabil	ity	
Scope of Work (see Project Design – Narrative)	Tasks (see Project Design – Narrative)	Deliverables	Due Date
Measureable Skill Gains (MSG)			
Student Performances:			
Educational Functioning Levels (EFL)  Demonstrate improvements in literacy skill levels in any of the following: reading, writing and speaking in the English language, numeracy, problem-solving, English language acquisition, and other literacy skills.	Standardized Tests	Standardized Test Results	See appropriate data handbook for required reporting dates.
NRS reporting requires that the learner completes or advances one or more educational functioning level(s) or earns a standard diploma or high school equivalency.			
Gains must be validated through the use of a NRS and State of Florida approved assessment instrument (see Program Background Information in the Attachments section) and in educational program areas which are reportable to the NRS and the state reporting systems.	=		
Exit Based Performance Outcomes	However OCTAE has r	ed to collect and report not established state pe ed with these outcomes	rformance targets
High School Equivalency/GED Students' receipt of a <u>secondary school diploma</u> or it's recognized equivalent.	GED® Data	GED® Test Results	See appropriate
Transition to Postsecondary	Placement Data	Student Database	for required reporting dates.
Transition to Workforce	Placement Data	Student Database	_ reporting dates.



## School District of Indian River County

6500 57<sup>th</sup> Street ● Vero Beach, Florida, 32967 ● Telephone: 772-564-3000 ● Fax: 772-564-3054

Susan Moxley, Ed.D. - Superintendent

June 19, 2019

Florida Department of Education Office of Grants Management Turlington Building, Room 332 325 West Gaines Street Tallahassee, FL 32399-0400

Ladies and Gentlemen:

The School District of Indian River County, Treasure Coast Technical College, is requesting that the program income that is generated by the block tuition for adult general education be applied to the Adult Education and Family Literacy Act of 1998 grant. By adding program income to the funds committed by the grant, the total amount of the grant would increase.

The program income deposited into the federal grant account will be used solely and specifically for adult education allowable costs and under the terms and conditions of the grant. An applicable program income will be reported to the DOE 499 by the District's financial department.

Please contact Christi Shields, 772-564-5006, or <a href="mailto:Christi.shields@indianriverschools.org">Christi.shields@indianriverschools.org</a> should you need more information.

Sincerely,

Dr. Susan Moxley Superintendent

"Educate and inspire every student to be successful"

Dr. Mara Schiff 

District 1

Jacqueline Rosario 

District 2

Laura Zorc 

District 3

Teri L. Barenborg 

District 4

Tiffany M. Justice District 5

"Serving ALL students with excellence"

Equal Opportunity Educator and Employer

# Self-Evaluation Form Adult Education and Family Literacy Projects

Projects recommended for FY 2019-2020 continuation funding <u>must show successful performance accomplishments during the 2018-2019</u> project year. Any shortfalls or negative answer(s) must be explained below.

See Checklist (last page of this RFA document) for proper placement of this form in the application package.

Agency name: School District Indian River County/Treasure Coast Technical College County: Indian River					
Project # for 2018-2019: 310-1919B-9CG01 Form prepared by (name and title): Christi Shields, Principal					
Agency project coordinator (name and title): Christi Shields, Principal E-mail: christi.shields@indianriverschools.org					
Agency staff designated to submit the NRS Reports through the online database:					
(Name and title): Greg MacDonald, Director IT E-mail: gregory.macdoanld@indiariverschools.org					
Mailing address: 650057th Street Vero Beach, FL Zip: 32967					
Phone number: <u>772-564-3103</u> Fax number:					

Cells will expand when text is typed.

COMM THE DEPOSIT OF THE POSITION OF THE POSITI				
Evaluation of FY 2018-2019 Project	YES	NO NO	If NO, recipient must adequately explain any changes. Use 12-point font and single spacing.	
Data Collec	tion and R	eporting:		
The agency project coordinator <u>understands requirements</u> of the National Reporting System (NRS) on-line reporting via the Internet.	<b>V</b>			
The agency project coordinator <u>has attended or identified a date to</u> <u>attend training</u> for National Reporting System (NRS) provided by the FL Dept. of Education, Division Career and Adult Education.	✓			
The agency project coordinator understands the data reporting requirement for the NRS.	<b>✓</b>			
Performance T	arget (NRS	Enrollment)		
The agency enrolled a minimum of 20 students in the program.	✓			

Evaluation of FY 2018-2019 Project	YES	V NO	If NO, recipient must adequately explain any changes. Use 12-point font and single spacing.
The agency meet or exceeded the Year Two 90% enrollment target?	<b>✓</b>		
If no, agency must provide improvement strategies/activities proposed for the 2019-2020 year.		34	
Workforce Development Board Memorandum of Understanding (I	MOU) and	Local One S	top Infrastructure Cost (IC) Agreements
Are all applicable collaboration agreements still in place (financial and non-financial)?	✓		
Are any changes or modifications to the 2018-2019 approved <u>MOU</u> and/or IC Agreements proposed for 2019-2020? If yes, agency must provide a copy of the updated MOU with this application.		<b>√</b>	
Are there any changes or modification to the 2018-19 approved Local		✓	
One Stop Infrastructure Cost Agreement? If yes, agency provide a copy of the updated agreement with this application.			
Statutor	Conside	rations	
Are the following Statutory Considerations still in place according to	the origin	al competitive	application and any approved amendments?
Regional Needs Assessment	1	1	
2. Serving Individuals with Disabilities	1		
3. Past Effectiveness	1		
4. Alignment with One-Stop Partners and Coordination with other Agencies	<b>√</b>		
5. Intensity, Duration and Flexible Scheduling	<b>√</b>		
6. Evidence-Based Instruction Practices and Reading Instruction	✓		
7. Effective Use of Technology and Distance Learning	✓		
8. Facilitate Learning in Context	1		
9. Qualified Instructor and Staff	<b>✓</b>		
10. Partnerships	✓		
11. Support Services	✓		
12. High Quality Information and Data Collection Systems	<b>√</b>		
13. Integrated English Literacy and Civics Education	✓		
14. Family Literacy Services (if applicable)	N/A		

Address the following: Cells will expand when text is typed.

\$ 151,203
\$
\$ 151,203
plain why:
1

Any performance shortfalls must be explained by including corrective measures implemented to prevent future shortfalls.

Please respond here and use as much room as necessary to adequately address:

	Do you need	technical	assistance?	Yes	No ✓
--	-------------	-----------	-------------	-----	------

If yes, to facilitate service, please state your need(s) and your program manager will contact you.

Please respond here:

#### **Career Services and Training Services Reporting Form**

#### Program administrators will need to provide the following information by June 30, 2019 for the 2018-2019 project year.

gency name: SDIRC/Treasure Coast Technical College County: Indian River							
Project # for 2018-2019: <u>310-1919B-9CG01</u> Form prepared by (name and title): <u>Christi Shields, Principal</u>							
Agency project coordina	tor (name and title): <u>Christi Shields, Principal</u>	Email: Christi.shields@indianriverschools.org					
Mailing address: 6500	57th Street Vero Beach, FL	Zip_32967					
Phone number: <u>772-56</u>	Phone number: 772-564-5006 Fax number: 772-564-4995						
NRS Summary Infor	mation: Provide the amount of funds expende	d for Career Services and Training Services.					
Service	Funds Expended						
Career Services	0						
Training Services	0						

#### **Definitions and Criteria**

#### **Career Services**

#### > Reporting Career Services

• Funds Expended (Career Services): Funds expended divided by count of participants served during the period of the report who received Career Services only

#### > Career Services may include:

- Outreach, intake and orientation information
- Initial assessment of skill levels including literacy, numeracy and English language proficiency, as well as aptitudes, abilities and supportive service needs
- Referrals to and coordination of activities with other programs and services

- Provision of performance information and program cost information on eligible providers of education, training and workforce services by program and type of provider
- Provision of information on availability of supportive services or assistance and appropriate referrals (including child care; child support; medical or child health assistance available through the State's Medicaid program and CHIP; SNAP benefits; EITC; assistance under TANF and other supportive services and transportation)

#### **Training Services**

#### > Reporting Training Services

• Funds Expended (Training Services): Funds expended divided by count of participants served during the period of the report who received Training Services only

#### > Training Services may include:

- Occupational skills training, including training for nontraditional employment
- On-the-job training
- Incumbent worker training
- Programs that combine workplace training with related instruction, which may include cooperative education programs
- Training programs operated by the private sector
- Skill upgrading and retraining
- Entrepreneurial training
- Job readiness training provided in combination with the training services
- Adult education and literacy activities, including activities of English Language acquisition and integrated education and training programs, provided concurrently or in combination with other training services
- Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training

Under the Workforce Innovation and Opportunity Act (WIOA), adult education programs must collect data on program participants. WIOA section 116(d)(2) specifies the data elements and outcomes to be included in the Statewide Annual Performance report for WIOA core programs. One of those elements is: "the average cost per participant of those participants who received career and training services, respectively, during the most recent program year and the three preceding program years" (sec. 116(d)(2)(F) of WIOA). WIOA provides specific definitions for career services, sec. 134(c)(2), training services, sec. 134(c)(3) and administrative costs, sec. 3(1).

# Adult Education and Family Literacy Adult General Education Fiscal Year 2019-2020

#### APPLICATION REVIEW CRITERIA AND CHECKLIST

- Include this form in the application package and place all items requested in the order indicated below.
- Include only the items requested.
- Place page numbers at the bottom on every page consecutively, beginning with the DOE 100A as Page 1
  of the application package. Page numbers written by hand are permissible if electronic numbering is a
  problem.
- Place a binder clip in the upper left corner of the complete application package (<u>no</u> spiral bindings, notebooks or cover pages).

PLACEMENT		APPLICANT	DOE STAFF check appropriate box below	
ORDER	ITEM	Indicate Page Numbers Below	Complete	Incomplete
1	DOE 100A, Project Application – with original signature	1		
2	DOE 101S, Budget Narrative Form	2-5		
3	Projected Equipment Purchases Form or other equipment documentation - if applicable	N/A		
	Narrative Components			
	Regional Needs Assessment	6-7		
	<ul> <li>1-E. Enrollment and Performance Attestation Form, 2019-20, Adult General Education Grant</li> </ul>	8		
	2. Serving Individuals with Disabilities	9		
	3. Past Effectiveness	10-11		
	Alignment with One-Stop Partners and Coordination with other Agencies	11		
	5. Intensity, Duration and Flexible Scheduling	12-16		
4	<ul> <li>5-A. Program Offerings Form, 2019- 2020, Adult General Education Grant</li> </ul>	13		
	<ul> <li>5-B. Program Schedule by County and Site Form, 2019-2020 Adult General Education Grant</li> </ul>	14		
	Evidence-Based Instructional Practices     and Reading Instruction	16-19		
	7. Effective Use of Technology and Distance Learning	20		
	8. Facilitate Learning in Context	21-22		
	<ul> <li>Florida's Adult Education Career Pathway Program of Study form</li> </ul>	23-25		
	9. Qualified instructors and Staff	26-27		
	<ul> <li>9-D Personnel Form, 2019-2020</li> </ul>	28		

PLACEMENT		APPLICANT	check app	STAFF propriate box plow
ORDER	ITEM	Indicate Page Numbers Below	Complete	Incomplete
	10. Partnerships	28-30		
	11. Support Services	30-31		
	12. High Quality Information and Data Collection Systems	32-34		
	<ul> <li>12-E Student Data Summary</li> </ul>	35		
	13. Integrated English Literacy and Civics Education (if applicable)	36 N/A		1
	14. Family Literacy Services (if applicable)	37 N/A		
	15. Budget Narrative	37-38		
	<ul> <li>15-D Assurance and Acknowledgement Form, 2019-2020 Adult General Education Grant</li> </ul>	39-44		
	16. Support for Strategic Plan	45		
	17. General Education Provisions Act (GEPA) – one page	46		
	Attachments			
5	MOU with LWDB, Local One-Stop Infrastructure Cost and/or Contractual Service Agreements – <i>if applicable</i>	47-48		
6	Project Performance and Accountability Form	50		
7	Program Income - if applicable	51		
8	Risk Analysis (DOE 610 or DOE 620) - if applicable	N/A		
9	Self-Evaluation Form	52-54		
10	Career Service and Training Service Reporting Form	55-56		
11	Application Review Criteria and Checklist Form (must be last page)	57-58		

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Vendor Number	Vendor Name	2019/2020 Purchase Order/Spend Authority Requested	Category	Bid/RFP/Contract or Piggyback Reference or Bid Exempt
V090359	1ST FIRE AND SECURITY INC	\$250,000.00	Fire Alarms - inspections, testing, repairs	Palm Beach Co. Schools Bid 18C-47V. Exp. 06.08.2021
V081198	ADVANCED PLACEMENT PROGRAM	\$160,000.00	Instructional Materials	6A-1.012(15) Exempt
V101900	AMERIGAS	\$450,000.00	LP Fuel	Seminole Co. Schools Bid 141-50068B-RC. Exp. 02.29.2020
V085007	CDW GOVERNMENT LLC	\$900,000.00	Technology Equipment and Software	1. Sourcewell Contract #100614 exp. 11.18.19 2. Volusia Co Schools Bid CPT-750N exp. 08.22.19 3. FL DMS 43211500-WSCA-15-ACS Exp. 03.31.2020.
V088974	EE&G ENVIRONMENTAL SERVICES	\$150,000.00	Environmental Services	Brevard Co. Schools RFP 19-201-P-JE. Exp. 12.12.2021
V101504	FAMOSO INC dba MANPOWER	\$250,000.00	Substitute Custodians	St. Lucie Co. RFP 17-039. Exp. 04.30.2021
V089969	FIRST FINANCIAL ADMINISTRATORS	\$115,200.00	Employee Benefits	6A-1.012(15) Exempt
V023900	FLORIDA SCHOOL BOOK DEPOSITORY	\$1,719,141.00	Instructional Materials and Supplies	6A-1.012(15) Exempt
V085152	FLOWERS BAKERY	\$400,000.00	Bread and Bread Products	Palm Beach Co Schools Bid 19C-49W Exp. 07.25.2020
V026840	GLOVER OIL	\$150,000.00	Diesel and Unleaded fuel	Port St. Lucie ebid #20180128. Exp. 06.25.2023
V086509	GRAINGER	\$125,000.00	MRO Parts	FL St. Cont. #31160000-18-ACS. Exp. 09.30.2020.
V086879	INTERNATIONAL BACCALAUREATE	\$100,000.00	Instructional Materials and Supplies	6A-1.012(15) Exempt
V040546	M&B PRODUCTS	\$300,000.00	Juice	Palm Beach Co. Schools ITB #15C-34D. Exp. 06.15.2020.
V082781	MARTIN FENCE	\$300,000.00	Fencing	City of West Palm Beach 13-14-141 Exp. 04.13.2020
V090306	PRESIDIO NETWORKED SOLUTIONS	\$500,000.00	Technology Equipment and Software	FL St. Contr #43220000-WSCA-14-ACS. Exp. 05.31.2020
V099275	ROBERT ERNESTON PRODUCE	\$500,000.00	Produce	St. Lucie Co. Schools ITB 19-16. Exp. 04.10.22
V057921	SCERMP PC	\$3,731,916.00	Insurance Services	6A-1.012(15) Exempt
V080064	TRANE	\$1,500,000.00	HVAC	Omnia Partners Contract 15-JLP-023. Exp. 09.30.2020.
V090538	US FOODS INC (P.O.W.E.R.B.U.Y.)	\$2,500,000.00	Food & Non-Food Cafeteria Items	Ocseola Co. Schools Bid C-14-0508-LH. Exp. 06.30.2024
	Total approved authority	\$14,101,257.00		

Page 1 of 1 Consent G - 07/23/2019



#### **BUDGET SUMMARY**

# THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY ARE 1% LESS THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES FISCAL YEAR 2019-2020

Required Local Effort	3	3.821 Basic Discretionary C	Operating		0.7480	Debt Service		0.000
Basic Discretionary Cap	ital Outlay 1	.500 Discretionary Critical	Needs (Operating)		0.0000			
Additional Discretionary	y Capital Outlay (	0.000 Additional Discretion	nary (Statutory, Voted)		0.5000	Total Millage		6.569
		GENERAL	DEBT	CAPITAL	SPECIAL	INTERNAL	ENTERPRISE	TOTAL ALL

ECTRATED DEVENUES		GENERAL		DEBT	CAPITAL		SPECIAL	NTERNAL	EN	NTERPRISE	7	TOTAL ALL
ESTIMATED REVENUES:	Φ.	FUND		SERVICE 1.525.220	PROJECTS		REVENUE	SERVICE 127.100	dt.	FUND	<u></u>	FUNDS
Federal Sources	\$	837,014	\$	1,535,220	\$ -	\$	20,917,866	\$ 137,100	\$	=	\$	23,427,200
State Sources		47,967,768		552,850	1,333,952		98,306	-		-	<b>&gt;</b>	49,952,876
Local Sources		101,410,740		123,000	28,661,806		1,539,033	 24,566,575		1,052,237	<u> </u>	157,353,391
TOTAL REVENUES		150,215,522		2,211,070	29,995,758		22,555,205	24,703,675		1,052,237	\$	230,733,467
Transfers In		4,934,283		12,257,002	=		=	=		-	\$	17,191,285
Nonrevenue Sources		50,000		-	-		-	-		-	\$	50,000
Fund Balances - July 1, 2019		16,513,617		11,421,880	14,025,913		1,752,040	5,504,032	35	954,569	\$_	50,172,051
TOTAL REVENUES AND BALANCES	\$	171,713,422	\$	25,889,952	\$ 44,021,671	\$	24,307,246	\$ 30,207,707	\$	2,006,806	\$	298,146,804
EXPENDITURES												
Instruction	\$	104,208,920	\$	-	\$ -	\$	6,582,565	\$ _	\$	-	\$	110,791,485
Pupil Personnel Services		4,192,726		-	=		1,326,038	-		-	\$	5,518,764
Instructional Media Services		1,972,349		-	=		5,262	-		-	\$	1,977,611
Instructional & Curriculum Development		4,589,735		=	=		1,445,590	=		=	\$	6,035,325
Instructional Staff Training		1,461,492		=	=		1,327,955	=		=	\$	2,789,447
Instructional Technology		4,131,548		-	-		-	-		-	\$	4,131,548
Board of Education		1,077,051		-	-		-	-		-	\$	1,077,051
General Administration		868,456		=	=		461,099	=		=	\$	1,329,555
School Administration		9,089,140		=	=		-	=		=	\$	9,089,140
Facilities Acquisition & Construction		691,385		-	26,880,386		-	-		_	\$	27,571,771
Fiscal Services		1,174,630		=	, , , <sub>=</sub>		=	=		=	\$	1,174,630
Food Services		-		-	-		12,063,679	-		_	\$	12,063,679
Central Services		2,272,824		=	=		16,400	23,541,536		-	\$	25,830,761
Pupil Transportation Services		5,318,285		-	-		334,196	-		_	\$	5,652,480
Operation of Plant		13,667,466		=	=		-	=		-	\$	13,667,466
Maintenance of Plant		3,307,009		-	-		-	-		_	\$	3,307,009
Administrative Technology		4,794,132		-	-		-	-		_	\$	4,794,132
Community Services		-		=	=		26,970	=		1,018,848	\$	1,045,817
Debt Service		-		13,068,092	-		-	-		-	\$	13,068,092
TOTAL EXPENDITURES	\$	162,817,148	\$	13,068,092	\$ 26,880,386	\$	23,589,753	\$ 23,541,536	\$	1,018,848	\$	250,915,763
Transfers Out	\$	=	\$	=	\$ 17,141,285	\$	=	\$ =	\$	-	\$	17,141,285
Fund Balances - June 30, 2020	\$	8,896,274	\$	12,821,860	\$ 0	\$	717,493	\$ 6,666,170	\$	987,958	\$	30,089,755
TOTAL EXPENDITURES,	*		**			- 17	•	 		-	\$	=
TRANSFERS & BALANCES	\$	171.713.422	\$	25.889.952	\$ 44.021.671	\$	24.307.246	\$ 30.207.707	\$	2,006,806	\$	298.146.804

THE BEGINNING, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD

### NOTICE OF PROPOSED TAX INCREASE

The Indian River County School Board will soon consider a measure to increase its property tax levy.

### Last year's property tax levy

A. Initially proposed tax levy	\$ 127,566,017						
B. Less tax reductions due to Value Adjustment Board							
and other assessment changes	\$ 102,416						
C. Actual property tax levy	\$ 127,463,600						
This year's proposed tax levy	\$ 131,508,888						
A portion of the tax levy is required under state law in order for the school board to							
receive \$46,651,707 in state education grants. The required portion has decreased							
by <b>0.36</b> percent, and represents approximately <b>six-tenths</b> of the total proposed taxes.							
The remainder of the taxes is proposed solely at the discretion of the school board.							
All concerned citizens are invited to a public hearing on the tax increase to be held							
on July $30^{\rm th}$ , $2019$ at $5:01$ p.m. in the School Board meeting room located at the J.A.							
Thompson Administrative Center at 6500 57th Street, Vero Beach, Florida.							
A DECISION on the proposed tax increase and the budget will be	be made at this						

hearing.

#### NOTICE OF TAX FOR SCHOOL CAPITAL OUTLAY

The Indian River County School District will soon consider a measure to continue to impose a 1.50 mill property tax for the Capital Outlay projects listed herein. This tax is in addition to the School Board's proposed tax of **5.0690** mills for operating expenses and is proposed solely at the discretion of the School Board.

# THE PROPOSED COMBINED SCHOOL BOARD TAX INCREASE FOR BOTH OPERATING EXPENSES AND CAPITAL OUTLAY IS SHOWN IN THE ADJACENT NOTICE

The Capital Outlay Tax will generate approximately \$28,671,128 to be used for the following projects:

#### CONSTRUCTION AND REMODELING

Acquisition of Land and Buildings Construction and Remodeling - Districtwide

#### MAINTENANCE, RENOVATION, AND REPAIR

Reimbursement of the maintenance, renovation and repairs paid through the General Fund as permitted by Florida Statute

Safety to Health and ADA Compliance- Districtwide Communication Systems including Transmission

Video-Districtwide

Energy Management Improvements

Paving parking areas, walkways and sidewalks – Districtwide

Replace and Repair Windows, Doors and Door Locks

– Districtwide

Roof Repairs and replacements – Districtwide Renovation and repair from hurricane damage HVAC, Chillers and Ductwork - Districtwide

Electrical and Plumbing Repairs and Upgrades – Districtwide

Safety and Security Improvements - Districtwide

Drainage, Grading and Site Improvements

Repair, Renovation and Maintenance of Educational Facilities, including Classrooms, Portable Classrooms, Core Areas, Labs, Restrooms, Administrative, Band, Physical Education and

Athletic Areas, Retention Pond Maintenance

Consulting Services on Capital Projects - Districtwide

#### MOTOR VEHICLE PURCHASES

Purchase of Motor Vehicles
Purchase of Ten (10) School Buses
Purchase of Instructional Materials delivery truck
Purchase of Maintenance Vehicles
Lease-purchase security vehicles
Lease of driver's education vehicles

# NEW AND REPLACEMENT EQUIPMENT, COMPUTER AND DEVICE HARDWARE AND OPERATING SYSTEM SOFTWARE NECESSARY FOR GAINING ACCESS TO OR ENHANCING THE USE OF ELECTRONIC AND DIGITAL INSTRUCTIONAL CONTENT AND RESOURCES, AND ENTERPRISE RESOURCE SOFTWARE

Purchase of Furniture/Equipment – Districtwide, Technology Equipment/Software and Infrastructure – Districtwide, Communication Equipment – Districtwide Communication/Enterprise Technology - Districtwide Playground Equipment – Districtwide, Purchase software applications for Districtwide administration of personnel - Lease-Purchase of computers, Lease of tablets, Enterprise resource software acquired via license/maintenance fees or lease agreements.

## PAYMENTS FOR EDUCATIONAL FACILITIES AND SITES DUE UNDER A LEASE-PURCHASE AGREEMENT

Annual Master Lease Payments for various facilities and renovations Performance Contracting Lease Agreement for Capital Improvements and Equipment Debt Service payments on Series 2010, 2014, 2016 Certificates of Participation

#### PAYMENTS FOR RENTING AND LEASING EDUCATIONAL FACILITIES AND SITES

Lease and Lease-purchase of New and Replacement Equipment – Districtwide Lease and Lease-purchase of New and Replacement Portable Classrooms – Districtwide Leasing of educational and ancillary facilities and plants

#### PAYMENTS OF LOANS APPROVED PURSUANT TO SS.1011.14 AND 1011.15, F.S.

Loans for short term cash flow, payment of loans to eliminate emergency conditions

## PAYMENT OF COSTS OF COMPLIANCE WITH ENVIRONMENTAL STATUTES. RULES AND REGULATIONS

Water and Wastewater Systems Management, Asbestos Abatement/ Removal, Radon Testing, Removal of Hazardous Waste, Ground Water Recovery System, Removal of Underground Storage Tanks, Wetland Monitoring, Air Quality Testing and Remediation, Lead/Copper Testing, Pesticide Program, Safety Inspections,

Page 3 of 4 Presentation 2 - 07/23/2019

## PAYMENT OF PREMIUMS FOR PROPERTY AND CASUALTY INSURANCE NECESSARY TO INSURE THE EDUCATIONAL AND ANCILLARY PLANTS OF THE SCHOOL DISTRICT

Insurance premiums on District facilities, equipment and plant infrastructure

## PAYMENT OF COSTS OF LEASING RELOCATABLE EDUCATIONAL FACILITIES

Leasing of portable classrooms

## PAYMENTS TO PRIVATE ENTITIES TO OFFSET THE COST OF SCHOOL BUSES PURSUANT TO S.1011.71(2)(i),F.S.

#### PAYMENT OF COSTS OF OPENING DAY COLLECTION FOR LIBRARY MEDIA CENTER

All concerned citizens are invited to a public hearing to be held on July 30, 2019 at 5:01 PM. in the Indian River County J.A. Thompson Administrative Center 6500 57th Street, Vero Beach, Florida. A DECISION on the proposed CAPITAL OUTLAY TAXES will be made at this hearing.

#### TRANSPORTATION SERVICES AGREEMENT

#### This **AGREEMENT** is between:

Company:

**School Board of Indian River County** 

Address:

6500 57th Street

Vero Beach, FL 32967

And

Company:

**Boys & Girls Clubs of Indian River County** 

Address: 1729 17th Avenue

Vero Beach, FL 32960

The <u>SCHOOL BOARD OF INDIAN RIVER COUNTY</u>, herein after referred to as the <u>"SBIRC"</u> and the <u>Boys & Girls Club of Indian River County</u>, herein after referred to as the <u>BGCIRC.</u>

Services under this agreement shall include the following periods: <u>July 1, 2019</u> until <u>June 30, 2020</u>. Services under this agreement shall begin <u>July 1, 2019</u> or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed by <u>June 30, 2020</u>. 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 **BGCIRC** and the written approval of **SBIRC**.

#### CONDITIONS OF CONTRACT

**BGCIRC** 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 **BGCIRC** 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 **BGCIRC** 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.

#### 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 Statues.

#### 4. <u>DESCRIPTION OF ENTITY AND OFFICES TO BE SERVED</u>

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 in Indian River County for **BGCIRC** sponsored programs and back from **BGCIRC** sponsored programs to the designated pick-up locations.

The SBIRC contact will be	e:
Jennifer B. Idlette Director of Transportation	(772) 978-8810 Phone Number
The <b>BGCIRC</b> contact will be:	
Elizabeth Thomason Name	( <u>772)</u> <u>299-7449</u> <b>Phone Number</b>
William Munn Name	( <u>772) 299-7449</u> 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 <u>BGCIRC</u> for <u>Special Services</u> 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 BGCIRC.
  - Provide <u>BGCIRC</u> 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 **BGCIRC**:
  - Pay <u>SBIRC</u> 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 BGCIRC.
- C. All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The <u>SBIRC</u> reserves the right to cancel any services that may interfere with the daily operations of the <u>SBIRC</u>.

#### 6. **PAYMENT**

Payment will be due when invoices are processed and received by **BGCIRC**. Monthly invoices must be sent to:

Company:

Boys & Girls Clubs of Indian River County

Address:

1729 17th Avenue

Vero Beach, FL 32960

Contact Name:

Elizabeth Thomason

**Telephone Number: (772) 299-7449** 

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 BGCIRC and SBIRC.

#### 7. RATE SCHEDULE

In addition, the **BGCIRC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the BGCIRC.

#### 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:	APPROVED BY:
Boys & Girls Clubs of Indian River County	The School Board of Indian River County
Elyseth Homason Signature	Signature
Elizabeth Thomason	Dr. Mark J. Rendell
Typed Name	Typed Name
Executive Director	Superintendent of SBIRC
Title	Title
5/20/19	
Date	Date
	Signature
	Laura Zorc
	Typed Name
	Chairman of School Board of IRC Title
	Date
	LAIC

Revised:

04-11-17

BOYS&-3

OP ID: SF



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/13/2018

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 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).

Vero Division 817 Beachland Bivd Vero Beach, FL 32963 Jordan Stewart		CONTACT Sandy Feys PHONE (A/C, No. Ext): 772-469-1512 E-MAIL ADDRESS: sfeys@bbccfl.com	NAME: Sandy reys PHONE (A/C, No, Ext): 772-469-1512 (A/C, No):						
		INSURER A: Great American Ins Co of N							
INSURED	Boys & Girls Club of Indian River County 1729 17th Avenue Vero Beach, FL 32960	INSURER B : Great American Alliance Insurer C : *FFVA Mutual Insurance Co INSURER D : INSURER E : INSURER F :	Co 26832						

COVERAGES

CERTIFICATE 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		TYPE OF INSURANCE	ADDL	SUBR	<u> </u>	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	8	
A	X	COMMERCIAL GENERAL LIABILITY	INSU	YYYD	TOTAL TOTAL			EACH OCCURRENCE	\$	1,000,000
		CLAIMS-MADE X OCCUR	X	X	PAC1580596	12/13/2018	12/13/2019	PREMISES (Ea occurrence)	\$	1,000,000
								MED EXP (Any one person)	\$	20,000
		200000000000000000000000000000000000000						PERSONAL & ADV INJURY	\$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$	3,000,000
	X	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$	3,000,000
		OTHER:						Emp Ben.	\$	1,000,000
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X	ANY AUTO			CAP1580597	12/13/2018	12/13/2019	BODILY INJURY (Per person)	\$	
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
İ	X	HIRED AUTOS X NON-OWNED						PROPERTY DAMAGE (Per accident)	\$	
ĺ									\$	
	Х	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	4,000,000
В		EXCESS LIAB CLAIMS-MADE			UMB1580598	12/13/2018	12/14/2019	AGGREGATE	\$	4,000,000
		DED X RETENTIONS 10000							\$	
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-		
C	ANY	PROPRIETOR/PARTNER/EXECUTIVE	N/A		WC840-0030781-2018A	09/13/2018	09/13/2019	E.L. EACH ACCIDENT	\$	500,000
- 1	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		NIA		ž.			E.L. DISEASE - EA EMPLOYEE	\$	500,000
-	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	500,000
					PAC1580596	12/13/2018	12/13/2019	Per Occ	pieriėja merana aleena	1,000,000
A	A Professional Liab				PAC1580596	12/13/2018	12/13/2019	Ann Agg		3,000,000
- 1										

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Locations: 1729 & 1725 17th Avenue, Vero Beach, FL; 1415 Friendship Ln,
Sebastian, FL; 22 S Orange St, Felismere, FL



CERTIFICATE HOLDER	CANCELLATION
School Board of Indian River County	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
6500 57th Street Vero Beach, FL 32967	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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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:

Gifford Youth Achievement Center, Inc.

Address:

4875 43<sup>rd</sup> Avenue

Vero Beach, FL 32967

The <u>SCHOOL BOARD OF INDIAN RIVER COUNTY</u>, herein after referred to as the <u>"SBIRC"</u> and the <u>Gifford Youth Achievement Center</u>, herein after referred to as the <u>GYAC</u>.

Services under this agreement shall include the following periods: <u>July 1, 2019</u> until <u>June 30, 2020</u>. Services under this agreement shall begin <u>July 1, 2019</u> or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed by <u>June 30, 2020</u>. 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 **GYAC** and the written approval of **SBIRC**.

#### 2. CONDITIONS OF CONTRACT

**GYAC** 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 <u>GYAC</u> 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 <u>GYAC</u> shall furnish the <u>SBIRC</u> with a Certificate of Liability Insurance naming the <u>SBIRC</u> 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 Statues.

#### 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 in Indian River County for **GYAC** sponsored programs and back from **GYAC** sponsored programs to the designated pick-up locations.

The SBIRC contact will be:	
<u>Jennifer B. Idlette</u> Director of Transportation	(772) 978-8810 Phone Number
The GYAC contact will be:	
Angelia Perry Name	( <u>772</u> ) <u>794-1005</u> Ex <u>222</u> Phone Number
<u>Freddie Woolfork</u> Name	( <u>772) 794-1005 Ex 234</u> 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 <u>GYAC</u> for <u>Special Services</u> 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 GYAC.
  - Provide <u>GYAC</u> 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 **GYAC**:
  - Pay <u>SBIRC</u> 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 GYAC.

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 GYAC. Monthly invoices must be sent to:

Company:

Gifford Youth Achievement Center, Inc.

Address:

4875 43rd Avenue

Vero Beach, FL 32967

**Contact Name:** 

Angelia Perry, Executive Director

**Telephone Number:** (772) 794-1005 Ex 222

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 GYAC and SBIRC.

#### 7. RATE SCHEDULE

In addition, the GYAC further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the GYAC.

#### 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:	APPROVED BY:
Gifford Youth Achievement Center, Inc.	The School Board of Indian River County
Signature	Signature
Angelia Perry	Dr. Susan Moxley
Typed Name	Typed Name
Executive Director Title	Superintendent of SBIRC Title
Date 3, 2019	Date
	<del></del>
	Signature
	Laura Zorc
	Typed Name
	Chairman of School Board of IRC
	Title
	Date
	Date

Revised: 04-12-17



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/04/2019

P.O. BOX 2338 FORT WAYNE, IN 46801  EMAIL ADDRESS: INSURER A: NATIONAL CASUALTY COMPANY INSURED GIFFORD YOUTH ACHIEVEMENT CENTER, INC. 4875 43RD AVE VERO BEACH, FL 32967  INSURER E: INSURER E: INSURER E: INSURER F:  COVERAGES  CERTIFICATE NUMBER: C104193  RE THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESP! CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INSIR TYPE OF INSURANCE ADDL SUBRI BOLICY NUMBER POLICY EXP.  INSURER B: INSURER C: INSUR	NAIC#				
INSURER A: NATIONAL CASUALTY COMPANY  INSURED  GIFFORD YOUTH ACHIEVEMENT CENTER, INC.  4875 43RD AVE  VERO BEACH, FL 32967  INSURER B:  INSURER C:  IN					
INSURER B:  GIFFORD YOUTH ACHIEVEMENT CENTER, INC.  4875 43RD AVE  VERO BEACH, FL 32967   COVERAGES  CERTIFICATE NUMBER:  INSURER B:  INSURER D:  INSURER E:  INSURER F:  COVERAGES  CERTIFICATE NUMBER:  C104193  RE  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPICE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSIR TYPE OF INSURANCE ADDL. SUBR BOLLEY NUMBER POLICY FEFT POLICY EXP	11991				
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VERO BEACH, FL 32967  INSURER E: INSURER F:  COVERAGES  CERTIFICATE NUMBER: C104193  RE  THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESP! CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.  INSR  TYPE OF INSURANCE  ADDL SUBR  POLICY NUMBER  POLICY EFF  POLICY EXP					
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ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER  Y/N					
EXCLUDED? (Mandatory in NH) If yes, describe under	<del></del>				
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LI	MIT				
PARTICIPANT ACCIDENT					
Primary Medical					
Excess Medical  Wealth Independit					
Weekly Indemnity					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) THE CERTIFICATE HOLDER IS ADDITIONAL INSURED AS RESPECTS THE NAMED INSUREDS OPERATIONS AS PER POLICY AND WRITTEN CONTRACT. COVERAGE DOES NOT EXTEND TO THE NEGLIGENCE OR ERRORS THE ADDITIONAL INSURED PER FORM CG2026 "DESIGNATED PERSON OR ORGANIZATION."	& OMISSIONS OF				
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CERTIFICATE HOLDER  THE SCHOOL BOARD OF INDIAN RIVER COUNTY 6500 57TH STREET  CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CAN EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN THE POLICY PROPERTY.					
VERO BEACH, FLO 32967  THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  ACOUTT AUTHORIZED REPRESENTATIVE	THE POLICY PROVISIONS.  JIHORIZED REPRESENTATIVE				

ACORD 25 (2016/03)

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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:

Environmental Learning Center, Inc.

Address: 255 Liv

255 Live Oak Drive

Vero Beach, FL 32963

The <u>SCHOOL BOARD OF INDIAN RIVER COUNTY</u>, herein after referred to as the <u>"SBIRC"</u> and the <u>Environmental Learning Center</u>, Inc., herein after referred to as the <u>ELC.</u>

Services under this agreement shall include the following periods: <u>July 1, 2019</u> until <u>June 30, 2020</u>. Services under this agreement shall begin <u>July 1, 2019</u> or the date this **AGREEMENT** is signed by both parties, whichever is later and shall be completed by <u>June 30, 2020</u>. This agreement consists of pages 1 through 4.

#### SELLING, TRANSFERRING OR ASSIGNING CONTRACT

This contract may not be sold, transferred or assigned without the written approval of the **Environmental Learning Center, Inc.** and the written approval of **SBIRC**.

#### CONDITIONS OF CONTRACT

<u>ELC</u> 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 <u>ELC</u> 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 <u>ELC</u> shall furnish the <u>SBIRC</u> with a Certificate of Liability Insurance naming the <u>SBIRC</u> as "additional insured". This Certificate of Liability Insurance shall be provided prior to commencing service under this Agreement.

#### 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 Statues.

<ol> <li>DESCRIPTION OF ENTITY AND OFFICES TO BE SERV</li> </ol>	4.	DESCRIPTION	OF	ENTITY	AND (	OFFICES	TO BE	SERVED
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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 in Indian River County for <u>ELC</u> sponsored programs and back from <u>ELC</u> 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 <u>ELC</u> contact will be:	
Barbara Schlitt Ford, Executive Director Name	(772) 589-5050 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 <u>Environmental Learning Center, Inc.</u> for <u>Special Services</u> 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 ELC.
  - Provide <u>ELC</u> 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 ELC:
  - 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 <u>Environmental Learning Center, Inc.</u>
- **C.** All granting of transportation services requests shall be subject to the availability of drivers and vehicles. The <u>SBIRC</u> reserves the right to cancel any services that may interfere with the daily operations of the <u>SBIRC</u>.

#### 6. PAYMENT

Payment will be due when invoices are processed and received by ELC. Monthly invoices must be sent to:

Company:

Environmental Learning Center, Inc.

Address:

255 Live Oak Drive

Vero Beach, FL 32963

**Contact Name:** 

Barbara Schlitt Ford, Executive Director

**Telephone Number: 772-589-5050** 

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 ELC and SBIRC.

#### 7. RATE SCHEDULE

In addition, the **ELC** further agrees that all expenses incurred for transportation services, including driver rates, fringes and board approved mileage rate will be borne by the ELC.

#### 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:	APPROVED BY:
Environmental Learning Center, Inc	The School Board of Indian River County
Signature	Signature
Barbara Schlitt Ford Typed Name	Dr. Susan Moxley Typed Name
Executive Director Title  5-30-19	Superintendent of SBIRC Title
Date	Date
	Signature
	Laura Zorc Typed Name
	Chairman of School Board of IRC Title
	Date

Revised: 04-11-2017



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2019

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 rights to the certificate holder in lieu of such endorsement(s).

this certificate does not confer if	gnts to the certificate holder in field of st						
PRODUCER		CONTACT NAME; Joe Chiarella					
Vero Insurance Inc, a		PHONE (A/C, No, Ext): 722-321-2022 FAX (A/C, No):					
Marsh & McLennan Agency LLC 3339 Cardinal Dr	Company	E-MAIL ADDRESS: Joe@veroinsurance.com					
Vero Beach FL 32963		INSURER(S) AFFORDING COVERAGE	NAIC#	1			
		INSURER A: National Casualty Company	11991	1			
INSURED	ENVIRLEARN	INSURER B: United States Liability Insurance Co	25895	5			
Environmental Learning Center c/o Barb Ford		INSURER C: Philadelphia Indemnity Insurance Co.	18058	3			
255 Live Oak Drive Vero Beach FL 32963		INSURER D :					
		INSURER E :					
		INSURER F:					
COVERAGES	CERTIFICATE NUMBER: 1857534970	REVISION NUI	MBER:				

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								MED EXP (Any one person)	\$ 5,000
-								PERSONAL & ADV INJURY	\$1,000,000
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		OTHER:						Crime	\$ 200,000
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	Х	ANY AUTO						BODILY INJURY (Per person)	\$
		OWNED SCHEDULED AUTOS ONLY						BODILY INJURY (Per accident)	\$
1		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
А	X	UMBRELLA LIAB X OCCUR			XKO0000022929000	3/15/2019	3/15/2020	EACH OCCURRENCE	\$4,000,000
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$
		DED RETENTION \$							\$
		RKERS COMPENSATION DEMPLOYERS' LIABILITY						PER OTH-	
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

60	R C 29-19	
	PANO D	To House
1	of Mark	

CERTIFICATE HOLDER CANCELLATION

School Board of Indian River County 6500 57th St Vero Beach FL 32967 USA 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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# CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND SEBASTIAN CHARTER JUNIOR HIGH SCHOOL, INC.

Th	is agreei	ment	exe	cuted	on this			_ day o	of_					2019,	and
is	entered	into	by	and h	between	the	School	Board	of	Indian	River	County,	("sponsor"	herein),	and
Se	bastian	Chai	rter	Junio	or High	Sc	hool, Ir	c. ("th	e (	Charter	School	ol")			

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than 12 miles from the Charter School. If the Charter School opts to have the student transported less than 2 miles (courtesy rider) then the Charter School is responsible for the entire per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.
- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)
- III. If the Charter School elects to contract with the School Board the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated, student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

- IV. The **Sebastian Charter Junior High School. Inc.** also agrees to the following:
- A. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, after the School Board approves the contract.
- B. Transportation schedules will coincide with District schedules, after the School Board approves the contract.

### CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND SEBASTIAN CHARTER JUNIOR HIGH SCHOOL, INC.

- C. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
- D. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extracurricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be the Board approved mileage rate per mile charged to non-profit and school related groups plus the actual salary and benefit cost of the driver.
- E. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- F. Routes for Charter School students will be determined by the Indian River County School Board transportation department.
- G. During the term of this agreement, **Sebastian Charter Junior High School. Inc.** 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, Sebastian Charter Junior High School shall furnish the School Board of Indian River County with a Certificate of Liability Insurance naming the School Board of Indian River County as an "additional insured". This Certificate of Liability Insurance shall be provided prior to commencing service under this Agreement.
- H. 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 or charter school's sovereign immunity as set forth in section 768.28, Florida Statues.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

#### **Substitute Drivers**

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service. If a Charter School utilizes the services of an Indian River County School District employee as a substitute driver, the Charter School's Liability insurance will cover the District's driver while he or she is operating the Charter School's bus.

### CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND SEBASTIAN CHARTER JUNIOR HIGH SCHOOL, INC.

#### Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles. If the Charter School employee operates the District bus in a spare bus capacity, the Charter School's Worker's Compensation coverage will cover the driver while operating the District bus. The Charter School must also provide evidence of Worker's Compensation Coverage. The Charter School will also be responsible for the bus during the time period that the bus is in its Care, Custody and Control. Therefore, prior to use, the Charter School must provide evidence of 3rd party Auto Liability Coverage with a minimum limit of \$1,000,000 and Comprehensive and Collision Coverage. The Certificate of Insurance shall name the "School Board of Indian River County" as the Certificate Holder and Additional Insured as it relates to the 3rd party Auto Liability Coverage.

This contract shall be for the 2019-2020 school year only.

School Board of Indian River County

School Board of Indian River County, Board Chairman

Date

School Board of Indian River County, Board Secretary

Date

Charter School Board Chairman

Charter School Board Secretary

Date

Charter School Board Secretary

Date

Date



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/7/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS

В	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.									
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this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).  PRODUCER    CONTACT   Lym Williams   Lym W										
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	Sebastian Charter Junior High S	choo	Inc		INSURE		02007 1110	30 110		
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	×							MED EXP (Any one person)	\$	5,000
А		Y		PHPK1842822		08/16/2018	08/16/2019	PERSONAL & ADV INJURY	s	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				1			GENERAL AGGREGATE	\$	3,000,000
	POLICY PRO- JECT LOC							PRODUCTS - COMP/OP AGG	\$	3,000,000
	OTHER:								\$	
	AUTOMOBILE LIABILITY	7						COMBINED SINGLE LIMIT (Ea accident)	\$	
	OTUA YNA							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
									\$	
	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$	
	EXCESS LIAB CLAIMS-MADE				1			AGGREGATE	\$	
	DED RETENTIONS			****					5	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N							X STATUTE OTH-		
В	OFFICER/MEMBER EXCLUDED?	NIA		TWC3729568		08/16/2018	08/16/2019	E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)					001101010	001101200	E.L. DISEASE - EA EMPLOYEE	\$	1,000,000
	if yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	1,000,000
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SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. School District of Indian River County 1990 25th Street AUTHORIZED REPRESENTATIVE Lynn Williams Vero Beach FL 32960-3367

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ACORD 25 (2016/03)

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This agreement executed on this	day of	, 2019
and is entered into by and between	the School Board of Indian	River county ("sponsor" herein)
and North County Charter School	, Inc. ("the Charter School"	).

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than ten miles from the Charter School except in the case of students residing in Fellsmere. Fellsmere students will be picked up and returned to the following stops:

Sonrise Apts.
Whispering Pine Apts.
89<sup>th</sup> St & 101<sup>st</sup> Ct
89<sup>th</sup> St & 107<sup>th</sup> Ave
City Hall
Massachusetts Ave & Elm St
CR 512 & 126<sup>th</sup> Ct
101<sup>st</sup> Ave & 89<sup>th</sup> St
101<sup>st</sup> Ave & 83<sup>rd</sup> St
Sebastian River Landings

\*\*These routes may be adjusted if necessary during the term of this contract.

Transportation will not be provided for students South of 41st Street, East of the Intracoastal Waterway, nor North of Indian River County line. Parents of students residing outside these limits will be required to provide transportation for the students(s). If the Charter School opts to have the student transported <u>less</u> than 2 miles (courtesy rider) then the Charter School is responsible for the <u>entire</u> per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.

II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)

III. If the Charter School elects to contract with the School Board, the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

#### IV. The North County Charter School. Inc. also agrees to the following:

- **A.** Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, after the School Board approves the contract.
- **B.** Transportation schedules will coincide with District schedules, after the School Board approves the contract.
- **C.** Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
- **D**. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be charged in like manner to that of Indian River District Schools.
- **E**. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- **F.** Routes for Charter School students will be determined by the School Board of Indian River County transportation department.
- **G**. During the term of this agreement, North County Charter School, Inc. 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, North County Charter School shall furnish the School Board of Indian River County with a Certificate of Liability Insurance naming the School Board of Indian River County as an "additional insured". This Certificate of Liability Insurance shall be provided prior to commencing service under this Agreement.

**H**. 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 Statues.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

#### **Substitute Drivers**

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service. If a Charter School utilizes the services of an Indian River County School District employee as a substitute driver, the Charter School's Liability insurance will cover the District's driver while he or she is operating the Charter School's bus.

#### Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with the Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles. If the Charter School employee operates the District bus in a spare bus capacity, the Charter School's Worker's Compensation coverage will cover the driver while operating the District bus. The Charter School must also provide evidence of Worker's Compensation Coverage. The Charter School will also be responsible for the bus during the time period that the bus is in its Care, Custody and Control. Therefore, prior to use, the Charter School must provide evidence of 3rd party Auto Liability Coverage with a minimum limit of \$1,000,000 and Comprehensive and Collision Coverage. The Certificate of Insurance shall name the "School Board of Indian River County" as the Certificate Holder and Additional Insured as it relates to the 3rd party Auto Liability Coverage.

This contract shall be for the 2019-2020 school year only.	<i>i</i> .	
Executed thisday of	_, 2019.	
School Board of Indian River County, Board Chairman	Date	
School Board of Indian River County, Board Secretary	Date	
Charter School Board Chairman	Date	
Charter School Board Socreton Vice 888417841	Data	



#### **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/26/2019

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(les) 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). CONTACT Lynn Williams PRODUCER PHONE (AC, No, Ext): E-MAIL ADDRESS: lynn.williams@alliance321.com Waddell & Williams (A/C, No): 3599 Indian River Drive E INSURER(S) AFFORDING COVERAGE NAK # INSURER A: PHILADELPHIA IND INS CO 18058 Vero Beach FL 32963 INSURED INSURER B North County Charter School Inc INSURER C : 6640 Old Dixie Hwy INSURER D : INSURER E : Yero Beach FL 32967 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. INSD WYD TYPE OF INSURANCE LIMITS POLICY NUMBER X COMMERCIAL GENERAL LIABILITY 1,000,000 FACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) CLAIMS-MADE X OCCUR MED EXP (Any one person) V PHPK 1703836 10/10/2018 10/10/2019 1,000,000 PERSONAL & ADV INJURY 3,000,000 GEN'L AGGREGATE LIMIT APPLIES PER GENERAL AGGREGATE 3,000,000 JECT I POLICY PRODUCTS - COMP/OP AGG OTHER: AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) NON-OWNED AUTOS ONLY UMBRELLA LIAB OCCUR EACH OCCURRENCE EXCESS LIAB AGGREGATE DED RETENTION \$ MORKERS COMPENSATION STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? E.L. EACH ACCIDENT (Mandatory in NH)
If yos, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - EA EMPLOYER E.L. DISEASE - POLICY LIMIT DO PHPK1874206 08/30/2018 08/30/2019 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Scheduls, may be attached if more space is required) Certificate holder is also an additional insured. CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Indian River County School District ACCORDANCE WITH THE POLICY PROVISIONS. 6400 57th Street AUTHORIZED REPRESENTATIVE Vero Beach, FL 32967 Lynn Williams

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ACORD 25 (2016/03)

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# CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND IMAGINE SCHOOL at SOUTH INDIAN RIVER COUNTY, LLC

This	ag	reement	exe	cuted	d on	this		da	y of	_				20	<b>)19</b> ,
and	is	entered	into	by	and	between	the	School	Board	of	Indian	River	County,	("sponsor"	herein),
and	<u>lma</u>	agine Sc	hool	at S	outh	Indian R	ive	County	LLC	("t	he Cha	arter S	chool")		

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal' access for all students residing within a distance of not less than two miles and not more than 12 miles from the Charter School. If the Charter School opts to have the student transported less than 2 miles (courtesy rider) then the Charter School is responsible for the entire per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.
- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)
- III. If the Charter School elects to contract with the School Board the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated, student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

- IV. The Imagine Schools at South Indian River County, LLC, also agrees to the following:
- A. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, after the School Board approves the contract.
- B. Transportation schedules will coincide with District schedules, after the School Board approves the contract.

# CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND IMAGINE SCHOOL at SOUTH INDIAN RIVER COUNTY,

- C. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
- D. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extracurricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be the Board approved mileage rate per mile charged to non-profit and school related groups plus the actual salary and benefit cost of the driver.
- **E**. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- **F.** Routes for Charter School students will be determined by the Indian River County School Board transportation department.
- G. During the term of this agreement, <u>Imagine Schools at South Indian River County</u>, <u>LLC</u>. 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, Imagine Schools at South Indian River County, LLC. shall furnish the School Board of Indian River County with a Certificate of Liability Insurance naming the School Board of Indian River County as an "additional insured". This Certificate of Liability insurance shall be provided prior to commencing service under this Agreement.
- H. 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 Statues.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

#### Substitute Drivers

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service. If a Charter School utilizes the services of an Indian River County School District employee as a substitute driver, the Charter School's Liability insurance will cover the District's driver while he or she is operating the Charter School's bus.

### CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND IMAGINE SCHOOL at SOUTH INDIAN RIVER COUNTY,

#### Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles. If the Charter School employee operates the District bus in a spare bus capacity, the Charter School's Worker's Compensation coverage will cover the driver while operating the District bus. The Charter School must also provide evidence of Worker's Compensation Coverage. The Charter School will also be responsible for the bus during the time period that the bus is in its Care, Custody and Control. Therefore, prior to use, the Charter School must provide evidence of 3rd party Auto Liability Coverage with a minimum limit of \$1,000,000 and Comprehensive and Collision Coverage. The Certificate of Insurance shall name the "School Board of Indian River County" as the Certificate Holder and Additional Insured as it relates to the 3rd party Auto Liability Coverage.

Executed thisday of, 2019.	
School Board of Indian River County	
School Board of Indian River County, Board Chairman	Date
School Board of Indian River County, Board Secretary	Date
Megan knowles	5/23/19
Charler School Board Chairman	Date
130	5/21/18
Charter School Board Secretary	Date

This contract shall be for the 2019-2020 school year only

Client#: 1227609

49IMAGISCHFL19

ACORD.

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/27/2018

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(les) 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 liqu of such endorsement(s).

this certificate does not comer any rights to the certificate noticer in field	9-31 275 DOMESTIC CONTROL OF A CARD AND A CONTROL OF A TOTAL AND A CONTROL OF A CON					
PRODUCER	CONTACT NAME:					
McGriff Insurance Services	PHONE (A/C, No, Ext): 703 352-2222 FAX (A/C, No): 866-9	25-7123				
3975 Fair Ridge Dr, Suite 110	E-MAIL ADDRESS:					
Fairfax, VA 22033-2924	INSURER(S) AFFORDING COVERAGE	NAIC #				
703 352-2222	INSURER A : Philadelphia Indemnity Insurance Co.	18058				
INSURED	INSURER B : Travelers Casualty Ins. Co. of America	19046				
Imagine School at South Indian River Co	INSURER C:					
LLC d/b/a Imagine Schools at South Vero 6000 4th Street	INSURER D :					
	INSURER E:					
Vero Beach, FL 32968	INSURER F:					
COVERAGES CERTIFICATE NUMBER:	REVISION NUMBER:					

	NDICATED, NOTWITHSTANDING ANY RE						
	ERTIFICATE MAY BE ISSUED OR MAY						
E	XCLUSIONS AND CONDITIONS OF SUCH					MS.	
INSF LTR	TYPE OF INSURANCE	ADDL SUBRINSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	s10,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$3,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$3,000,000
	OTHER:						\$
Α	AUTOMOBILE LIABILITY		PHPK1827355	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X ANY AUTO		i			BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS ONLY					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
Α	X UMBRELLA LIAB X OCCUR		PHUB631099	07/01/2018	07/01/2019	EACH OCCURRENCE	\$15,000,000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$15,000,000
	DED X RETENTION \$10000						\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		YJUB1H94326A18	07/01/2018	07/01/2019	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	N/A				E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$1,000,000
1							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
School Board of Indian River County is included as additional insured with respect to General Liability and
Automobile Liability if required in a written contract or agreement.

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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

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#### INDIAN RIVER CHARTER HIGH SCHOOL, INC.

This agreement executed on this	day of	, 2019,
and is entered into by and between the	School Board of Indian River	County ("sponsor" herein), and
<u>Indian River Charter High School. In</u>	c. (" the Charter School")	

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

The transportation plan shall not be a bar to the attendance of any student who is eligible. The School agrees to provide transportation services on terms that comply with all applicable state and federal statutes and regulations for all students residing within a reasonable distance of the School. The transportation plan shall be mutually agreeable to the parties.

- I. The School shall provide transportation to the School's students consistent with the requirements of part I.E. of Chapter 1006, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider and/or parents. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus(es) or contracting with the Transportation Department of the School Board of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than 12 miles from the Charter School. Students residing within a two (2) mile distance of the school will only be provided transportation when designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.
- II. The parties may agree for the School Board to provide transportation to and from the School. If such agreement is reached, it shall be the subject of a separate contract entered into no later than July 15 of each school year. The School will furnish the Transportation Department with a list of students who will be transported by the School Board by May 15 of each school year. The School Board will not transport out of county charter school students. If agreement is reached with the School Board, the School may utilize, at the School's expense, the School Board's transportation services for extra curricular events, field trips, and other activities on the same basis and terms as other School Board schools. The School Board reserves the right to cancel any such extracurricular events, field trips, or other activities that may interfere with the daily operations of the School Board. In addition, the School further agrees that all expenses incurred for such trips, including driver rates, fringe benefits and School Board approved mileage rates will be paid by the School.

### INDIAN RIVER CHARTER HIGH SCHOOL, INC.

- III. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the School Board for transportation services, it shall submit a transportation plan to the School Board for review and approval. The School shall provide the School Board the name of the private transportation provider and a copy of the signed contract no later than twenty (20) business days prior to the use of the service. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes).
- IV. If the Charter School elects to contract with the School Board, the Charter School agrees to the School Board's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the School Board and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the School Board shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty or interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the School Board shall have no liability for the same.

#### V. The Indian River Charter High School. Inc. also agrees to the following:

- A. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, after the School Board approves the contract.
- B. Transportation schedule will coincide with District schedules, after the School Board approves the contract.
- C. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.

#### INDIAN RIVER CHARTER HIGH SCHOOL, INC.

- D. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be in like manner to that of Indian River District Schools.
- E. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- F. Routes for Charter School students will be determined by the School Board of Indian River County transportation department.
- G. During the term of this agreement, Indian River Charter High School Inc. 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, Indian River Charter High School shall furnish the School Board of Indian River County with a Certificate of Liability Insurance naming the School Board of Indian River County as an "additional insured". This Certificate of Liability Insurance shall be provided prior to commencing service under this Agreement.
- H. 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 Statues.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

#### Substitute Drivers

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified .substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service. If a Charter School utilizes the services of an Indian River County School District employee as a substitute driver, the Charter School's Liability insurance will cover the District's driver while he or she is operating the Charter School's bus.

#### INDIAN RIVER CHARTER HIGH SCHOOL, INC.

#### Spare Buses

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

If a School District spare bus is available and requested by the Charter School, the bus will be provided at the rate established for transportation approved by the District School Board. This rate will be at the Board approved mileage rate and the actual hourly rate plus fringe benefits of the driver provided. Only School District employees or approved substitute drivers may operate District vehicles. If the Charter School employee operates the District bus in a spare bus capacity, the Charter School's Worker's Compensation coverage will cover the driver while operating the District bus. The Charter School must also provide evidence of Worker's Compensation Coverage. The Charter School will also be responsible for the bus during the time period that the bus is in its Care, Custody and Control. Therefore, prior to use, the Charter School must provide evidence of 3<sup>rd</sup> party Auto Liability Coverage with a minimum limit of \$1,000,000 and Comprehensive and Collision Coverage. The Certificate of Insurance shall name the "School Board of Indian River County" as the Certificate Holder and Additional Insured as it relates to the 3'd party Auto Liability Coverage.

This contract shall be for the 2019-2020 school year only.	
Executed thisday of,	2019.
School Board of Indian River County	
School Board of Indian River County, Board Chairman	Date
School Board of Indian River County, Board Secretary	Date 06 · 13 · 20/9
Charter School Board Chairman	Date 06. (3 · 20/9
Charter School Board Secretary	Date

#### CERTIFICATE OF COVERAGE

ISSUED ON: 06/28/2019

#### COVERAGE PROVIDED BY: PREFERRED GOVERNMENTAL INSURANCE TRUST

PACKAGE AGREEMENT NUMBER: PK2FL4 0315032 17-04

COVERAGE PERIOD: 07/01/2018 TO 07/01/2020 12:01 AM

COVERAGES: This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder

School District of Indian River County

6500 57th Street

Vero Beach, FL, 32966

Designated Member

Indian River Charter High School

6055 College Lane

Vero Beach, FL 32966

#### LIABILITY COVERAGE

X Comprehensive General Liability, Bodily Injury, Property Damage

and Personal Injury: Limit \$5,000,000

X Employee Benefits Liability

Limit \$5,000,000

X Employment Practices Liability

Limit \$3,000,000

X Educators Legal Liability

Limit \$3,000,000

Law Enforcement Liability Limit

WORKERS' COMPENSATION COVERAGE WC AGREEMENT NUMBER:

X All Owned

Self Insured Workers' Compensation

Statutory Workers' Compensation

**Employers Liability** 

Each Accident By Disease Aggregate Disease

Deductible

\$0 Deductible

\$0 Deductible

\$0 Deductible

\$0 Deductible

#### PROPERTY COVERAGE

X Buildings & Personal Property

Limit: Per schedule on file with Trust

\$5,000 Deductible

Note: See coverage agreement for wind, flood, and other deductibles.

Rented, Borrowed and Leased Equipment Limit: \$ 0

X Total All other Inland Marine

Limit: \$ 681,297

TIV

See Schedule for Deductible

See Schedule for Deductible

#### X Hired Autos X Non-Owned Autos

AUTOMOBILE COVERAGE

X Automobile Liability

Limit \$5,000,000

X Automobile Physical Damage X Comprehensive See Schedule for Deductible

\$0 Deductible

X Collision See Schedule for Deductible

X Hired Auto with limit of \$35,000

Specifically Described Autos

#### CRIME COVERAGE

X Employee Dishonesty

Limit \$500,000

Forgery or Alteration

Limit

Theft Disappearance & Destruction

Limit

Computer Fraud

Limit

\$1,000 Deductible

Deductible Deductible

Deductible

Garage Keepers

Liability Limit Liability Deductible Comprehensive Deductible Collision Deductible

NOTE:Additional Covered Party status is excluded for non-governmental entities. The most we will pay is further limited by the limitations set forth in Section 768 28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of loss.

Description of Operations/ Locations/ Vehicles/Special items-{This section completed by member's agent, who bears complete responsibility and liability for its accuracy): School District of Indian River County is Additional Insured per PGIT SC-902 (07 16)

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend coverage afforded by the agreement above.

Administrator

Public Risk Underwriters® P.O. Box 958455

Lake Mary, FL 32795-8455

SHOULD ANY OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE

Brown & Brown, Inc.- West Palm Beach

1661 Worthington Road, Suite 175

West Palm Beach, FL 33409 PGIT-CERT (1/19) PRINT FORM

COVERAGE AGREEMENT PROVISIONS.

Morganit & Spans

AUTHORIZED REPRESENTATIVE

Print Date: 6/28 2049 ge 5 of 5

Consent J.4 - 07/23/2019

06/28/2019



## CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND ST. PETER'S ACADEMY. INC.

This	ag	reement	exe	cuted	on	this		da	ay of							2019,
and	is	entered	into	by	and	between	the	School	Board	of	Indian	River	County	("sponsor"	herein).	and
St. F	ete	er's Aca	den	ny.Ir	ıc.	("the	Cha	rter Sch	ool").							

This agreement is for the purpose of providing transportation of the Charter School's students consistent with the requirements of Chapter 1006.21, Florida Statutes, under the following terms and conditions.

- I. Charter Schools authorized by the School Board of Indian River County shall transport students in accordance with the requirements of Chapter 1006.21, of the Florida Statutes. Options shall include operating their own bus (es) or contracting with the Transportation Department of the School District of Indian River County. The Charter School and the sponsor shall cooperate in making arrangements to ensure that transportation is not a barrier to equal access for all students residing within a distance of not less than two miles and not more than 12 miles from the Charter School. If the Charter School opts to have the student transported less than 2 miles (courtesy rider) then the Charter School is responsible for the entire per student cost for the transportation, except if designated a hazardous walking condition by Indian River County and the Department of Education as stated in Section 1006.23, Florida Statutes. The Charter School must verify and authorize in writing prior to the transporting of any student.
- II. If operating a bus, or fleet of buses, provisions of Chapter 1006.21 regarding inspection and maintenance of the vehicle(s), (Chapter 1006.22 and SBE 6A-3.0171) training, in-service and drug/alcohol testing of drivers must be observed (Chapter 1012.45, Florida Statutes.)
- III. If the Charter School elects to contract with the School District, the Charter School agrees to the School District's reporting of FTE (FEFP) and agrees to pay any difference in the actual costs for student transportation not met by the FEFP reimbursement. Invoices will be sent two times per year. The first after certification of the October FTE count and the second after certification of the February FTE count. Charges will be made for those two counts at one half the yearly Charter School cost for transportation. These costs are for an FTE generated student; students who do not qualify for FTE transportation will be assessed the full cost for transportation. The difference between the reimbursement and the actual costs incurred for student transportation by the Charter School, will be calculated as follows:

Total transportation operating expenditures, plus bus replacement, less transportation FEFP revenue divided by total number of students transported for the prior fiscal year.

#### IV. The St. Peter's Academy Inc. also agrees to the following:

- A. Specific lists of students to be transported, with names and addresses, will be sent to the Transportation Department of the School Board of Indian River County, after the School Board approves the contract.
- B. Transportation schedules will coincide with District schedules, after the School Board approves the contract.

### CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND ST. PETER'S ACADEMY, INC.

- C. Requests for transportation of any students with special needs must be made at least five days in advance of the anticipated service. Adequate information, including a copy of the students IEP cover sheet, must be included with the request. Any special equipment or staff and the cost of such equipment and/or staff will be assumed by the Charter School and must meet the standards necessary to ensure student safety on the school bus.
- D. Transportation for any activity the Charter School may wish to participate in that is not the regular home to school transportation will be considered extra curricular transportation and shall be subject to availability. Requests for this type of transportation must be received, in writing, at least 14 days in advance of the event. The cost for this service will be the Board approved mileage rate per mile charged to non-profit and school related groups plus the actual salary and benefit cost of the driver.
- E. The Charter School agrees to set and enforce the high standards for student conduct on school buses as outlined in the student handbook of the sponsor. The sponsor may exclude any student, whose behavior is unacceptable, from school bus transportation.
- F. Routes for Charter School students will be determined by the School Board of Indian River County
  School transportation department.
- G. During the term of this agreement, <u>St. Peter's Academy. Inc.</u> 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, St. Peter's Academy shall furnish the School Board of Indian River County with a Certificate of Liability Insurance naming the School Board of Indian River County as an "additional insured". This Certificate of Liability Insurance shall be provided prior to commencing service under this Agreement.
- H. 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 Statues.

In the event the Charter School employs their own driver or the Charter School has their own bus the following will apply:

#### **Substitute Drivers**

There may be occasions where the Charter School's employed driver is unable to perform his/her duties. On such occasions, the Charter School may provide their own certified substitute driver provided they have been certified by the district and all certification is on file with the Transportation Department. In addition, the charter school may use School District substitute drivers based upon availability of a driver. If using a School District substitute driver, the approved hourly rate plus fringe benefits of the driver will be charged to the Charter School for the driver's time of service. If a Charter School utilizes the services of an Indian River County School District employee as a substitute driver, the Charter School's Liability insurance will cover the District's driver while he or she is operating the Charter School's bus.

## CHARTER SCHOOL TRANSPORTATION AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY AND ST. PETER'S ACADEMY, INC.

#### **Spare Buses**

There may be occasions where the Charter School's bus is out of service and a spare bus will be required to provide transportation. Any spare bus used must comply with Florida Statutes Chapter 1006.21. Private vehicles may be used in accordance with Chapter 1006.21.

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This contract shall be for the 2019-2020 school year only.

Executed this \_\_\_\_\_\_day of \_\_\_\_\_\_\_\_2019.

School Board of Indian River County

School Board of Indian River County, Board Chairman

Date

School Board of Indian River County, Board Secretary

Onarter School Board Chairman

Date

Charter School Board Secretary

Date

### ACORD

OP ID: MR

DATE (MM/DD/YYYY)

### CERTIFICATE OF LIABILITY INSURANCE

09/12/2018

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.

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	Vero Beach, FL 32967-1711				INSURE	RD:				
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	School Board of Indian River County 6500 57th Street Vero Beach, FL 32967			SCHOIND	AUTHO	EXPIRATIO	N DATE THI ITH THE POLK	DESCRIBED POLICIES BE CEREOF, NOTICE WILL BY PROVISIONS.	ANCELL BE DE	ED BEFORE LIVERED IN
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ACORD 25 (2016/03)

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# AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AND

### THE INDIAN RIVER COUNTY SHERIFF'S OFFICE FOR

### THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)

THIS	AGREEMENT,	made a	and	entered	into	this		_ day	of
	, 2019, by a	nd betwe	en T	HE SCH	OOL	BOARD	OF INDI	AN RI	VER
COUNTY, FI	LORIDA, (hereinat	ter referre	ed to	as the So	CHOO	L BOAR	D), and TH	HE IND	IAN
RIVER COUN	NTY SHERIFF'S O	FFICE, (1	nerein	after refe	rred to	as the SH	IERIFF);		

#### WITNESSETH:

- A. The School Board and the Sheriff desire to provide law enforcement services to the schools of Indian River County as defined in F.S.S. 1006.12.
- B. The provisions of F.S.S. 1006.12 require the School Board and School District Superintendent to assign one or more safe-school officers at each school facility within the district.
- C. It is mutually agreed that a continuation of the School Resource Officer Program is in the best interests of the student population, the School Board, the Sheriff, and the citizens of Indian River County.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the Sheriff hereby agree as follows:

#### **ARTICLE I**

A School Resource Officer (SRO) Program is hereby continued within the school system of Indian River County, Florida, for twelve months per year.

#### **ARTICLE II**

Rights and Duties of the Sheriff

The Sheriff shall provide School Resource Officers as follows:

A. Number of School Resource Officers:

- 1. The Sheriff shall assign one regularly employed SRO to each of the following schools:
  - a. Alternative Center for Education
  - b. Citrus Elementary School
  - c. Dodgertown Elementary School
  - d. Fellsmere Elementary School
  - e. Gifford Middle School
  - f. Glendale Elementary School
  - g. Indian River Academy
  - h. Liberty Magnet School
  - i. Osceola Magnet School
  - j. Oslo Middle School
  - k. Sebastian River Middle School
  - 1. Storm Grove Middle School
  - m. Treasure Coast Elementary School
  - n. Treasure Coast Technical College
  - o. Vero Beach Elementary
  - p. Wabasso School
  - q. Vero Beach High School Freshman Learning Center
- 2. The Sheriff shall assign two regularly employed SROs to each of the following schools:
  - a. Vero Beach High School
  - b. Sebastian River High School
- 3. The Sheriff shall assign two full-time supervisors to oversee the School Resource Officers assigned.
- 4. The Sheriff shall have one additional School Resource Officer assigned to the School Resource Unit for the purpose of ensuring continuous coverage at every District school.
- B. Regular Duty Hours of School Resource Officers:
  - 1. The SRO's shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This includes designated summer school days and hours as mutually agreed upon by the Sheriff and School Board. The SRO may be temporarily reassigned by the Sheriff or designee during school holidays, vacations or during a period of any law enforcement emergency. The SRO shall notify the Principal or Principal's designee when arriving or departing campus.
- C. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes are:

- 1. The primary function of the School Resource Office is to serve as a law enforcement officer and ensure the safety and security of students, teachers, staff and other individuals on the campus to which the SRO is assigned.
- 2. The School Resource Officers shall abide by school board policies and shall consult with and coordinate activities through the school principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment.
- 3. To perform law enforcement functions within the school setting.
- 4. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
- 5. To foster a better understanding of the law enforcement function.
- 6. To develop positive concepts of law enforcement.
- 7. To develop a better appreciation of citizen rights, obligations, and responsibilities.
- 8. To provide information about crime prevention.
- 9. To provide assistance and support for crime victims identified within the school setting, including abused children.
- 10. To promote positive relations between students and law enforcement officers.
- 11. To enhance knowledge of the fundamental concepts and structure of law.
- 12. Consistent with the provisions of F.S.S. 1006.07, the SRO shall participate in the hostage and active assailant situation drills monthly in consultation with the School District and School Administration staff. The SRO shall coordinate the monthly drills with the Principal, or designee, of the school to which they are assigned as to the timing, content and scope of the drill.
- 13. Consistent with the provisions of F.S.S. 1006.07, the SRO shall be a member of the Threat Assessment Team at the school to which the SRO is assigned and shall meet regularly with the School Threat Assessment Team in a proactive manner to consider behavioral indicators of individuals who may pose a threat to the safety and well-being of students, faculty and staff.

- 14. When requested by the principal or his/her designee, the SRO may attend any school-related activity (i.e., faculty, parent meetings, special functions, etc.). The duty must be approved by the unit supervisor, if it is overtime.
- 15. The SRO shall make himself/herself available for conferences with parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in state laws and professional standards. Sheriff acknowledges and agrees that it will not disclose confidential student information to any other person or entity, and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. Upon the completion of the non-law enforcement SRO services, Sheriff shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As Sheriff will be receiving student information that is otherwise confidential, Sheriff 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, notwithstanding any other provision in this Agreement to the contrary, Sheriff for himself, and his deputies, employees, officers, representatives, agents, contractors, 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 Sheriff, or his deputies, officers, employees, agents, representatives, contractors, and subcontractors, to the extent that Sheriff 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 Sheriff until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.
- 16. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.
- 17. The SRO shall assist the principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations.

- 18. Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes, Sheriff's Office policy and School Board policy.
- 19. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions.
- 20. The SRO will act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
- 21. The SRO will submit reports and statistical data, as necessary, to include Sheriff's Office generated reports, to include an Agency Case Number, regarding any on-campus incidents for which an SRO or other Sheriff's Deputy prepares a report.
- 22. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal or his/her designee believes an incident is a violation of the law, the principal or designee shall consult with the SRO to determine whether law enforcement action is appropriate. School Resource Officers are not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- 23. The SRO will perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.).
- 24. The SRO will perform his/her duties in Sheriff's Office duty uniform. Civilian clothes may be worn with the approval of the unit supervisor.
- 25. All law infractions will be reported to the school's resource officer by all school personnel.
- 26. The SRO will be involved in summer activity to include, but not be limited to, juvenile case management, gang resistance education training, cybersafety training, school safety, participation in the Explorer program, and participation in relevant summer camps.

#### **ARTICLE III**

#### Rights and Duties of the School Board

The School Board shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
  - 1. Air conditioning.
  - 2. Computer with Internet access and VPN, or other connection type, required to connect to the Sheriff's Office network and access software programs and network resources.
  - 3. Desk and chair.
  - 4. 4-drawer legal locking file cabinet.
  - 5. 6-shelf book shelf.
  - 6. 2 visitor chairs for counseling and interviews.
  - 7. 1 work table.
  - 8. Office supplies as requested.
  - 9. Phone with local and long distance calling capability.
  - 10. School District email address.
  - 11. 1 large dry erase board.
  - 12. Secretarial assistance.
  - 13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

#### **ARTICLE IV**

#### Financing of the School Resource Officer Program

- A. The School Board and the Sheriff agree to share in the overall costs associated with the School Resource Officer Program. The School Board agrees to provide for 50% of the salaries of the SRO's. The amount funded will be negotiated each year prior to July 1<sup>st</sup>.
- B. Any vehicle or equipment leased, rented, or donated to the Sheriff's Office for use in the SRO Program shall become an asset of the Sheriff's Office and; therefore, will be subject to Sheriff's Office rules, regulations, and policy governing use.
- C. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO Unit.

#### **ARTICLE V**

**Employment Status of School Resource Officer** 

School Resource Officers shall remain employees of the Indian River County Sheriff's Office and shall not be employees of the School Board. The School Board and the Sheriff acknowledge that the School Resource Officers shall remain responsive to the chain of command of the Indian River County Sheriff's Office.

#### ARTICLE VI

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the Sheriff in accordance with Sheriff's Office policy.
- B. School Resource Officers will receive training in the following schools:
  - 1. Basic SRO Program.
  - 2. Crisis Intervention Training (CIT).
  - 3. The Indian River County School District should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference or other SRO Training Programs. If such funding is not available, the expense incurred will be shared equally by the two entities (lodging, food, registration and travel). Expenses to the District shall not exceed a total of \$10,000.00 annually for this conference.

#### **ARTICLE VII**

#### Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall advise the Superintendent who may recommend to the Sheriff, or designee, that the SRO be removed and shall state the reasons in writing.
  - 1. Upon receipt of such recommendation from the Superintendent or designee, the Sheriff or his designee and the Superintendent or his or her designee shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.
  - 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
  - 3. In the event mediation is not sought by the Sheriff, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The Sheriff may dismiss or reassign a SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the Sheriff will provide a temporary or permanent SRO.

#### ARTICLE VIII

#### SRO Schedule

- A. SRO's will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- C. When extra-duty details are required by the School Board, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are

- unavailable or, if the need for extra-duty deputies exceeds the number of SRO's, then other Deputy Sheriff's shall be authorized to work the detail.
- D. SRO's shall also be present for summer school programs as mutually agreed upon by the Sheriff and the Superintendent or their designees.

#### **ARTICLE IX**

IF THE SHERIFF HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SHERIFF'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS AT: BRENDA DAVIS, 772-564-3149, Brenda.Davis@indianriverschools.org, 6500 57th Street, Vero Beach, Florida 32967.

- 1. 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 Sheriff acknowledges his legal obligation to comply with § 119.0701, Florida Statutes.
- 2. The Sheriff 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.
- 3. Upon request by the School Board, the Sheriff 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.
- 4. The Sheriff 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 Sheriff does not transfer the public records to the School Board as indicated below.
- 5. The Sheriff shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School Board to perform the scope of services. Upon request by the School Board, 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.
- 6. 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 Sheriff 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 Sheriff's failure to comply with these requirements.

#### **ARTICLE X**

#### Hold Harmless Agreement

The Indian River County Sheriff's Office agrees to defend, indemnify, and hold the School Board, it's employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against, or from the School Board, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

#### **ARTICLE XI**

#### Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, but subject to applicable law. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the Sheriff for all services performed to the date of termination. The School Board shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

#### **ARTICLE XII**

#### Good Faith

The School Board, the Sheriff, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the Sheriff's Office.

#### **ARTICLE XIII**

#### Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

#### **ARTICLE XIV**

#### Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the Sheriff is obtained.

#### **ARTICLE XV**

#### Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Signed, sealed, and delivered in the presence of:

## THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

	By:	
Witness		Laura Zorc, Chairperson
	Attest:	
Date		Dr. Susan Moxley, Superintendent
		Date
THE INDIAN RIVER COUNTY SHERIFF'S OFFICE		
James Harpring, Undersheriff Witness		Deryl Loar, Sheriff
Date		Date

# AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AND

## CITY COUNCIL OF THE CITY OF SEBASTIAN FOR

#### THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)

THIS	AGREEMENT,	made	and	entered	into	this		day	y 0
	, 2019, by a	nd betwe	een [	THE SCH	HOOL	BOARD	OF INDI	AN RJ	<b>IVER</b>
COUNTY, FI	LORIDA, (hereina	fter refer	red t	to as the	SCHO	OOL BOA	RD), and	THE (	CITY
COUNCIL OF	F THE CITY OF S	EBASTI <i>A</i>	AN. (1	hereinafte	r referr	ed to as th	e CITY):		

#### WITNESSETH:

- A. The School Board and the City desire to provide law enforcement services to the schools of Indian River County as defined in F.S.S. 1006.12.
- B. The provisions of F.S.S. 1006.12 require the School Board and School District Superintendent to assign one or more safe-school officers at each school facility within the district.
- C. It is mutually agreed that a continuation of the School Resource Officer Program is in the best interests of the student population, the School Board, the City, and the citizens of Indian River County.
- D. The parties agree that the term of this Agreement shall be for a period of one (1) year, with the option to renew the Agreement for an additional one (1) year period upon mutual agreement of the parties.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

#### **ARTICLE I**

A School Resource Officer (SRO) Program is hereby continued within the school system of Indian River County, Florida, for twelve months per year.

#### **ARTICLE II**

Rights and Duties of the City

The City shall provide School Resource Officers as follows:

A. Number of School Resource Officers:

- 1. The City shall assign one regularly employed SRO to each of the following schools:
  - a. Pelican Island Elementary School
  - b. Sebastian Elementary School
- B. Regular Duty Hours of School Resource Officers:
  - 1. The SRO's shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This includes designated summer school days and hours as mutually agreed upon by the City and School Board. The SRO may be temporarily reassigned by the City or designee during school holidays, vacations or during a period of any law enforcement emergency. The SRO shall notify the Principal or Principal's designee when arriving or departing campus.
- C. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes are:
  - 1. The primary function of the School Resource Office is to serve as a law enforcement officer and ensure the safety and security of students, teachers, staff and other individuals on the campus to which the SRO is assigned.
  - 2. The School Resource Officers shall abide by school board policies and shall consult with and advise the District of any conflicts between their policies and the Cities Standard Operating Procedures (SOP's) through the school principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment.
  - 3. To perform law enforcement functions within the school setting.
  - 4. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse and standard protocols as required by Florida Statutes.
  - 5. To foster a better understanding of the law enforcement function.
  - 6. To develop positive concepts of law enforcement.
  - 7. To provide information about crime prevention.
  - 8. To provide assistance and support for crime victims identified within the school setting, including abused children.
  - 9. To promote positive relations between students and law enforcement officers.

- 10. To enhance knowledge of the fundamental concepts and structure of law.
- 11. Consistent with the provisions of F.S.S. 1006.07, the SRO shall participate in hostage and active assailant situation drills monthly in consultation with the School District and School Administration staff.
- 12. Consistent with the provisions of F.S.S. 1006.07, the SRO shall be a member of the Threat Assessment Team at the school to which the SRO is assigned and shall meet regularly with the School Threat Assessment Team in a proactive manner to consider behavioral indicators of individuals who may pose a threat to the safety and well-being of students, faculty and staff.
- 13. When requested by the principal or his/her designee, the SRO may attend any school-related activity (i.e., faculty, parent meetings, special functions, etc.). The duty must be approved by the unit supervisor, if it is overtime, the cost of the overtime shall be borne by the District where appropriate.
- 14. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in State laws and professional standards. City acknowledges and agrees that it will not disclose confidential student information to any other person or entity, and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by State and Federal law. Upon the completion of the non-law enforcement SRO services, City shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As City will be receiving student information that is otherwise confidential, City 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 unless otherwise required by law. Further, notwithstanding any other provision in this Agreement to the contrary, City for itself, and its officers, employees, agents, representatives, contractors, and subcontractors, shall indemnify and hold the School Board and its officers and employees harmless for the City's own negligence, 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 negligence by the City, or its officers, employees, agents, representatives, contractors, and subcontractors, or a negligent violation of § 1002.22 or § 1002.221, Florida Statutes that is not permissible by law. This provision shall survive the termination of or completion of all obligations under this Agreement and shall be fully binding upon City until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.

- 15. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO may make referrals to such agencies, when necessary and appropriate in their sole discretion, thereby acting as a resource person to the students, faculty, and staff of the school. The discretion regarding the method of reporting of an event is the sole discretion of the Officer and the requirements of all State and Federal laws as amended from time to time.
- 16. The SRO shall assist the principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations.
- 17. Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes, and Federal law.
- 18. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions following the City's SOP's in place.
- 19. The primary function of the SRO is a campus Law Enforcement Officer. The SRO shall give assistance to other police and deputy sheriffs in matters regarding his school assignment, whenever necessary. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
- 20. The SRO will submit reports and statistical data, as necessary, to include police department generated reports, to include an Agency Case Number, regarding any on-campus incidents for which an SRO or other police officer prepares reports and documents as allowed by State law.
- 21. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal or his/her designee believes an incident is a violation of the law, the principal or designee shall consult with the SRO to determine whether law enforcement action is appropriate. School

Resource Officers are not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.

- 22. The SRO will perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.).
- 23. The SRO will perform his/her duties in their police department duty uniform. Appropriate civilian clothes may be worn with the approval of the unit supervisor.
- 24. All law infractions will be reported to the school's resource officer by all school personnel.
- 25. The SRO will be involved in summer activity to include, but not be limited to, juvenile case management, gang resistance education training, DARE training, cyber-safety training, school safety, participation in the Explorer program, and participation in relevant summer camps.
- D. The City and each SRO shall only use the information made accessible to him or her by the School Board in furtherance of this Agreement, and only for the purposes for which the disclosure was made or as may otherwise be required by law. The City acknowledges and agrees that each SRO will have access to Personally Identifiable Information and Education Records pursuant to section 1002.221, Florida Statutes, 20 U.S.C. 1232g, and the federal regulations issued thereto, and that the SROs shall not disclose such information to any other party unless specifically authorized or required by law.

#### **ARTICLE III**

Rights and Duties of the School Board

The School Board shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designee's office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
  - 1. Air conditioning.
  - 2. Computer with Internet access and VPN, or other connection type, required to connect to the City's network and access software programs and network resources.

- 3. Desk and chair.
- 4. 4-drawer legal locking file cabinet.
- 5. 6-shelf book shelf.
- 6. 2 visitor chairs for counseling and interviews.
- 7. 1 work table.
- 8. Office supplies as requested.
- 9. Phone with local and long distance calling capability.
- 10. School District email address.
- 11. 1 large dry erase board.
- 12. Secretarial assistance.
- 13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

#### **ARTICLE IV**

Financing of the School Resource Officer Program

- A. The School Board and the City agree to share in the overall costs associated with the School Resource Officer Program. The School Board agrees to provide for 50% of the salaries and benefits of the SRO's. Notwithstanding the foregoing, the amount funded by the City for the overall costs of the School Resource Officer Program will be negotiated each year of this Agreement. This does not affect or guide any negotiations the City has regarding its Collective Bargaining unit and those negotiations shall have precedence.
- B. Any vehicle or equipment leased, rented, or donated to the City for use in the SRO Program shall become an asset of the City and; therefore, will be subject to City rules, regulations, and policy governing use.
- C. The City in its sole discretion shall provide the appropriate vehicle and equipment to conduct the duties of the SRO.

#### **ARTICLE V**

Employment Status of School Resource Officer

School Resource Officers shall remain employees of the City and shall not be employees of the School Board. The School Board and the City acknowledge that the School Resource Officers shall remain responsive to the chain of command of the City.

#### **ARTICLE VI**

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the City in accordance with City's policy.
- B. School Resource Officers will receive training in the following schools:
  - 1. Basic SRO Program.
  - 2. Crisis Intervention Training (CIT).
  - 3. The Indian River County School District should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference or other SRO Training Programs. If such funding is not available, the expense incurred will be mutually agreed upon by the two entities providing the budget appropriations are available (lodging, food, registration and travel). Expenses to the District shall not exceed a total of \$1,000.00 annually for this conference.

#### **ARTICLE VII**

Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall recommend to the Superintendent who may recommend to the Chief of Police, or designee, that the SRO be removed and shall state the reasons in writing.
  - 1. Upon receipt of such recommendation from the Superintendent or designee, the Chief of Police and the Superintendent, or their designees shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.

- 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained at the sole discretion of the City through consultation with the District.
- 3. In the event mediation is not sought by the Chief of Police, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The City may dismiss or reassign an SRO based upon the City's rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the City will provide a temporary or permanent SRO.

#### **ARTICLE VIII**

#### SRO Schedule

- A. SRO's will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- C. When extra-duty details are required by the School Board, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are unavailable or, if the need for extra-duty officers exceeds the number of SRO's, then other police officers shall be authorized to work the detail.
- D. SRO's shall also be present for summer school programs as mutually agreed upon by the City and the Superintendent or their designees.

#### **ARTICLE IX**

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS: BRENDA DAVIS, 772-564-3149, Brenda.Davis@indianriverschools.org, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967.

1. 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 City and the School Board

- acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 2. The City and the School Board 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.
- 3. Upon request by the City or the School Board, either party shall provide 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.
- 4. The City and the School Board 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 City does not transfer the public records to the School Board as indicated below.
- 5. The City and the School Board shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School Board to perform the scope of services. Upon request by the City or School Board, all public records stored electronically must be provided in a format that is compatible with the information technology systems of the City or School Board.
- 6. 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 City or the School Board. Further, the City and School Board shall mutually and fully indemnify and hold harmless each other, their officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the City's or School Board's failure to comply with the requirements of Chapter 119, Florida Statutes.

#### **ARTICLE X**

#### Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, but subject to applicable law. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The School Board shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

#### **ARTICLE XI**

#### Hold Harmless Agreement

If and to the extent allowed by law and without waiving the limits and protections of sovereign immunity as set forth in section 768.28, Florida Statutes, the City agrees to defend, indemnify, and hold the School Board, it's employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against,

or from the School Board, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is attributable to, the performance by the SRO's of law enforcement duties.

## ARTICLE XII Good Faith

The School Board, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the Chief of Police's Office.

#### **ARTICLE XIII**

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

#### **ARTICLE XIV**

Non-Assignment

This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the City is obtained.

Sovereign Immunity

No Waiver of Sovereign Immunity. Nothing contained in this agreement is intended to serve as a waiver of sovereign immunity by any entity to which sovereign immunity may be applicable.

#### **ARTICLE XVI**

Merger

This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:	THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
	By: Laura Zorc, Chairman
Witness	Laura Zorc, Chairman
	Attest:
Date	Dr. Susan Moxley, Superintendent
	Date
	CITY COUNCIL OF THE CITY OF SEBASTIAN
	Jim Hill, Mayor
Witness	, <b>.</b>
Date	Date
Date	Date



## AGREEMENT BETWEEN THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA AND

### THE CITY OF VERO BEACH

#### FOR

#### THE SCHOOL RESOURCE OFFICER PROGRAM (SRO)

THIS	AGREEMENT,	made	and	entered	into	this _			day	of
	, 2019, by a	nd betwe	een '	THE SCH	HOOL	BOARD	OF	<b>INDIAN</b>	RIV	ER
COUNTY, FI	LORIDA, (hereinaf	ter referr	ed to	as the SO	CHOO	L BOAR	D), ar	nd THE C	CITY	OF
VERO BEAC	H, (hereinafter refe	rred to as	the	CITY);						

#### WITNESSETH:

- A. The School Board and the City desire to provide law enforcement services to the schools of Indian River County as defined in F.S.S. 1006.12.
- B. The provisions of F.S.S. 1006.12 require the School Board and School District Superintendent to assign one or more safe-school officers at each school facility within the district.
- C. It is mutually agreed that a continuation of the School Resource Officer Program is in the best interests of the student population, the School Board, the City, and the citizens of Indian River County.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the School Board and the City hereby agree as follows:

#### **ARTICLE I**

A School Resource Officer (SRO) Program is hereby continued within the school system of Indian River County, Florida, for twelve months per year.

#### **ARTICLE II**

Rights and Duties of the City

The City shall provide School Resource Officers as follows:

- A. Number of School Resource Officers:
  - 1. The City shall assign one regularly employed SRO to each of the following schools:
    - a. Beachland Elementary School

- b. Rosewood Magnet School
- B. Regular Duty Hours of School Resource Officers:
  - 1. The SRO's shall be assigned to a school on a full-time basis of eight (8) hours on those days and during those hours that school is in session. This includes designated summer school days and hours as mutually agreed upon by the City and School Board. The SRO may be temporarily reassigned by the City or designee during school holidays, vacations or during a period of any law enforcement emergency. The SRO shall notify the Principal or Principal's designee when arriving or departing campus.
- C. Duties of School Resource Officers as defined in Section 1006.12, Florida Statutes are:
  - 1. The primary function of the School Resource Office is to serve as a law enforcement officer and ensure the safety and security of students, teachers, staff and other individuals on the campus to which the SRO is assigned.
  - 2. The School Resource Officers shall abide by school board policies and shall consult with and coordinate activities through the school principal or his/her designee. The SRO shall be responsible to the law enforcement agency in all matters relating to employment.
  - 3. To perform law enforcement functions within the school setting.
  - 4. To identify and prevent, through counseling and referral, delinquent behavior, including substance abuse.
  - 5. To foster a better understanding of the law enforcement function.
  - 6. To develop positive concepts of law enforcement.
  - 7. To provide information about crime prevention.
  - 8. To provide assistance and support for crime victims identified within the school setting, including abused children.
  - 9. To promote positive relations between students and law enforcement officers.
  - 10. To enhance knowledge of the fundamental concepts and structure of law.
  - 11. Consistent with the provisions of F.S.S. 1006.07, the SRO shall participate in hostage and active assailant situation drills monthly in consultation with the School District and School Administration staff.

- 12. Consistent with the provisions of F.S.S. 1006.07, the SRO shall be a member of the Threat Assessment Team at the school to which the SRO is assigned and shall meet regularly with the School Threat Assessment Team in a proactive manner to consider behavioral indicators of individuals who may pose a threat to the safety and well-being of students, faculty and staff.
- 13. When requested by the principal or his/her designee, the SRO may attend any school-related activity (i.e., faculty, parent meetings, special functions, etc.). The duty must be approved by the unit supervisor, if it is overtime.
- 14. The SRO shall make himself/herself available for conferences with students, parents, and faculty members in order to assist them with problems. When in a counseling capacity, the SRO will be subject to all confidentiality issues and confidentiality rules and ethics as accepted and defined in state laws and professional standards. City acknowledges and agrees that it will not disclose confidential student information to any other person or entity, and will only use the confidential student information for the purposes of this Agreement and for no other purpose unless otherwise required by law. Upon the completion of the non-law enforcement SRO services, City shall return to School Board all original and any copies of the confidential student information, and shall not retain any confidential student information. As City will be receiving student information that is otherwise confidential, City 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, notwithstanding any other provision in this Agreement to the contrary, City 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 City, or its officers, employees, agents, representatives, contractors, and subcontractors, to the extent that City 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 City until such time as any proceeding which may be brought on account of this provision is barred by any applicable statute of limitations.
- 15. The SRO shall become familiar with all community agencies, which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, etc. The SRO shall make referrals to such agencies, when necessary, thereby acting as a resource person to the students, faculty, and staff of the school.

- 16. The SRO shall assist the principal or his/her designee in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest and emergency situations.
- 17. Should it become necessary to conduct formal law enforcement investigative interviews with the students, the SRO shall adhere to rules and guidelines set forth in the Florida State Statutes, City policies and School Board policy.
- 18. The SRO shall take law enforcement action as required. As soon as practical, the SRO shall make the principal or his/her designee aware of such action. The SRO shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school or related school functions.
- 19. The SRO will also act, when necessary, as a liaison between his/her school and other government agencies (i.e., law enforcement, DCF, State's Attorney, etc.).
- 20. The SRO will submit reports and statistical data, as necessary, to include police department generated reports, to include an Agency Case Number, regarding any on-campus incidents for which an SRO or other police officer prepares a report.
- 21. The SRO shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the principal or his/her designee believes an incident is a violation of the law, the principal or designee shall consult with the SRO to determine whether law enforcement action is appropriate. School Resource Officers are not to be assigned lunchroom duties, security posts, hall monitors, truancy, or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is solved.
- 22. The SRO will perform duties outside the school as needed (i.e., court, training, depositions, vacation, etc.).
- 23. The SRO will perform his/her duties in their police department duty uniform. Civilian clothes may be worn with the approval of the unit supervisor.
- 24. All law infractions will be reported to the school's resource officer by all school personnel.
- 25. The SRO will be involved in summer activity to include, but not be limited to, juvenile case management, gang resistance education training, cyber-safety training, school safety, participation in the Explorer program, and participation in relevant summer camps.
- D. The City and each SRO shall only use the information made accessible to him or her by the School Board in furtherance of this Agreement, and only for the purposes for which the disclosure was made. The City acknowledges and agrees that each

SRO will have access to Personally Identifiable Information and Education Records pursuant to section 1002.221, Florida Statutes, 20 U.S.C. 1232g, and the federal regulations issued thereto, and that the SROs shall not disclose such information to any other party unless specifically authorized by law. 26.

#### **ARTICLE III**

#### Rights and Duties of the School Board

The School Board shall provide to the full-time SRO the following materials and facilities which are deemed necessary for the performance of their duties.

- A. A secure and private office located as close to the principal's or designees office as possible. The SRO will be the only one assigned to the office due to the sensitive and confidential information maintained within. The office will be voice secure for purposes of interviews and counseling. The office will contain the following materials and equipment.
  - 1. Air conditioning.
  - 2. Computer with Internet access and VPN, or other connection type, required to connect to the City's network and access software programs and network resources.
  - 3. Desk and chair.
  - 4. 4-drawer legal locking file cabinet.
  - 5. 6-shelf book shelf.
  - 6. 2 visitor chairs for counseling and interviews.
  - 7. 1 work table.
  - 8. Office supplies as requested.
  - 9. Phone with local and long distance calling capability.
  - 10. School District email address.
  - 11. 1 large dry erase board.
  - 12. Secretarial assistance.
  - 13. It is imperative that SRO's be able to communicate with school personnel on their radio frequencies. If the SRO's primary school is utilizing a

frequency band not compatible with the SRO's issued radio, the school will provide the SRO with a radio.

#### **ARTICLE IV**

Financing of the School Resource Officer Program

- A. The School Board and the City agree to share in the overall costs associated with the School Resource Officer Program. The School Board agrees to provide for 50% of the salaries and benefits of the SRO's. The amount funded will be negotiated each year prior to July 1<sup>st</sup>.
- B. Any vehicle or equipment leased, rented, or donated to the City for use in the SRO Program shall become an asset of the City and; therefore, will be subject to City rules, regulations, and policy governing use.
- C. Once the vehicle or equipment has been designated for use by the SRO, it will be used expressly by the designated SRO or the SRO Unit.

#### **ARTICLE V**

**Employment Status of School Resource Officer** 

School Resource Officers shall remain employees of the City and shall not be employees of the School Board. The School Board and the City acknowledge that the School Resource Officers shall remain responsive to the chain of command of the City.

#### ARTICLE VI

Appointment and Training of School Resource Officers

- A. Appointment of School Resource Officers will be made solely by the City in accordance with City's policy.
- B. School Resource Officers will receive training in the following schools:
  - 1. Basic SRO Program.
  - 2. Crisis Intervention Training (CIT)
  - 3. The Indian River County School District should make a reasonable effort to secure state funding for the annual FASRO (Florida Association of School Resource Officer's) Conference or other SRO Training Programs. If such funding is not available, the expense incurred will be shared equally by the two entities (lodging, food, registration and travel). Expenses to the District shall not exceed a total of \$1,000.00 annually for this conference.

#### ARTICLE VII

#### Dismissal of School Resource Officer; Replacement

- A. In the event the principal of the school, to which the SRO is assigned, feels that the particular SRO is not effectively performing his or her duties and responsibilities, as outlined in F.S.S.1006.12, the principal shall recommend to the Superintendent who may recommend to the City, or designee, that the SRO be removed and shall state the reasons in writing.
  - 1. Upon receipt of such recommendation from the Superintendent or designee, the City or its designee and the Superintendent or his or her designee shall meet with the SRO and his immediate supervisors to mediate or resolve any problems, which may exist. At such meeting, specified members of the staff of the school, to which SRO is assigned, may be required to be present.
  - 2. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
  - 3. In the event mediation is not sought by the City, then the SRO shall be removed from the program at the school and a replacement shall be obtained.
- B. The City may dismiss or reassign an SRO based upon agency rules and regulations.
- C. In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of long-term absences by a SRO, the City will provide a temporary or permanent SRO.

#### ARTICLE VIII

#### SRO Schedule

- A. SRO's will be assigned to each school designated in Article II from the beginning of the school year to the end of the school year.
- B. The SRO will perform his/her duties at his/her assigned campus under normal conditions. Any duty must be approved by the unit supervisor, if it is overtime.
- C. When extra-duty details are required by the School Board, the parties shall ensure that the details are first filled by SRO's. If a sufficient number of SRO's are unavailable or, if the need for extra-duty officers exceeds the number of SRO's, then other police officers shall be authorized to work the detail.

D. SRO's shall also be present for summer school programs as mutually agreed upon by the City and the Superintendent or their designees.

#### **ARTICLE IX**

IF THE CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE SCHOOL BOARD'S CUSTODIAN OF RECORDS: BRENDA DAVIS, 772-564-3149, Brenda.Davis@indianriverschools.org, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967.

- 1. 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 City acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.
- 2. The City 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.
- 3. Upon request by the School Board, the City 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.
- 4. The City 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 City does not transfer the public records to the School Board as indicated below.
- 5. The City shall comply with all requirements for retaining public records and shall keep and maintain all such public records required by the School Board to perform the scope of services. Upon request by the School Board, 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.
- 6. 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 City 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 City's failure to comply with these requirements.

#### **ARTICLE X**

#### Hold Harmless Agreement

The City agrees to defend, indemnify, and hold the School Board, it's employees, and agents harmless from any claim, demand, suit, loss, cost, expense, or damage which may be asserted, claimed, or recovered against, or from the School Board, its agents or employees by reason of any damage to property or personal injury including death sustained by any persons whomsoever, and which damage, injury, or death arises out of, or is incident to, or in any way

connected with, the performance of this agreement and the performance by SRO's in their law enforcement duties.

#### ARTICLE XI

Termination of Agreement

This agreement may be terminated by either party upon a sixty (60) day written notice that any other party has failed to substantially perform in accordance with the terms and conditions of this Agreement, but subject to applicable law. This Agreement may be terminated without cause by either party upon a ninety (90) day written notice. Termination of the Agreement may only be accomplished as provided herein. In the event this Agreement is terminated, compensation will be made to the City for all services performed to the date of termination. The School Board shall be entitled to prorated refund for that period of time when SRO services are not provided because of termination of this Agreement.

#### **ARTICLE XII**

Good Faith

The School Board, the City, their agents, and their employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent's Office and the City Manager's Office.

#### **ARTICLE XIII**

Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements purporting to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by the party to be charged.

#### **ARTICLE XIV**

Non-Assignment

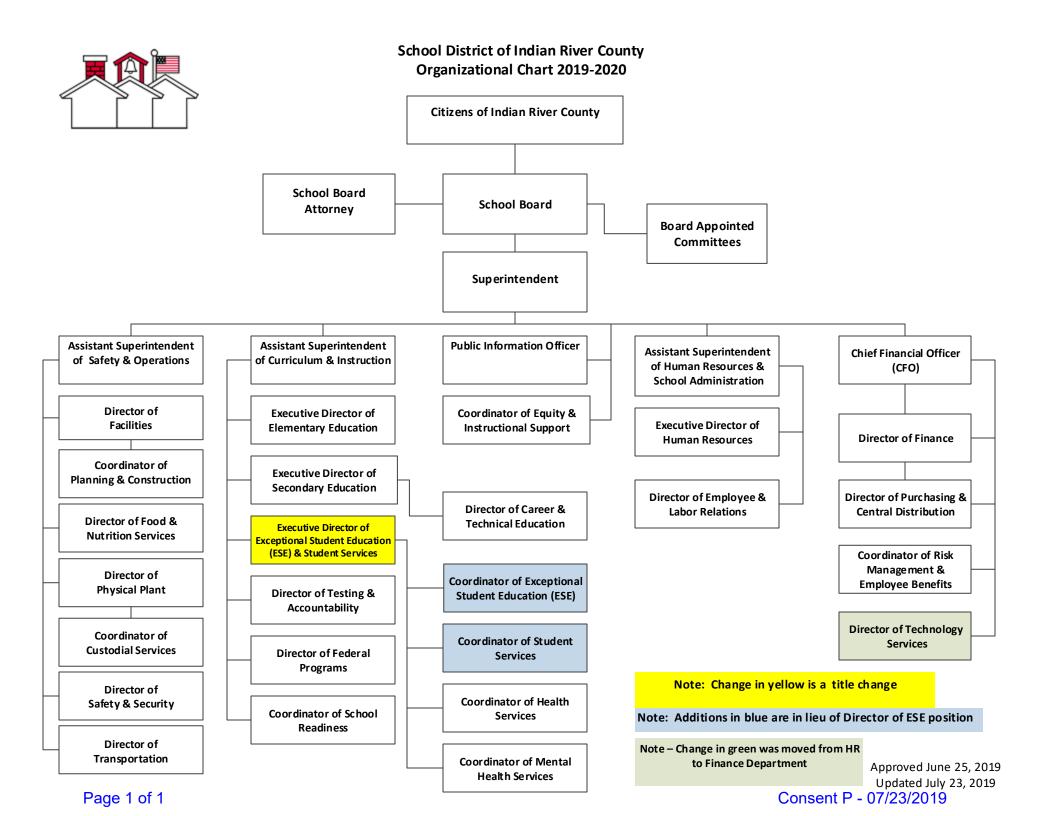
This Agreement, and each and every covenant herein, shall not be capable of assignment unless the express written consent of the School Board and the City is obtained.

## ARTICLE XV Merger

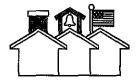
This Agreement constitutes a final written expression of all the terms of this Agreement and is a complete and exclusive statement of those terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

Signed, sealed, and delivered in the presence of:	THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
Witness	By: Laura Zorc, Chairman
· · · · · · · · · · · · · · · · · · ·	Attest:
Date	Dr. Susan Moxley, Superintendent
	Date
	THE CITY OF VERO BEACH
Witness	Monte K. Falls, City Manager
Date	Date







## School District of Indian River County

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

Susan Moxley, Ed.D. - Superintendent

#### CHARGING LETTER

June 27, 2019

Mr. Jeff Cox, employee number 1111913 1413 33<sup>rd</sup> St SW Vero Beach FL 32968

VIA: US Mail

Dear Mr. Cox,

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

I will recommend at the School Board meeting on July 23, 2019, that your employment with the District be terminated effective July 23, 2019. The School Board meeting will be held at the offices of the School Board of Indian River County, 6500 57th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

Pursuant to School Board policies and the Collective Bargaining Agreement with CWA Local 3180, Article 9(d), my recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment:

You had over 40 incidents of unexcused absence, tardies, or leave earlies from July 1, 2018 to June 20, 2019, above and beyond all paid time off you had earned and used. You received 3 prior written warnings on Feb 12, April 29, and you were suspended on May 15, 2019. On May 24 your Management, HR, the Union met with you in an attempt to help you improve your attendance on a weekly basis from May 24 to June 20 (most recent scheduled meeting), but you called out on June 18 and 19, 2019.

Due to your persistent and excessive absenteeism, termination is the only alternative for the school district.

"Educate and inspire every student to be successful"



### School District of Indian River County

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

Susan Moxley, Ed.D. - Superintendent

You have the right to obtain representation of your choice to assist you, if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment.

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

Sincerely,

Ausam Moxfey, Ed.D.
Superintendent

Cc:

Jon Teske, Assistant Superintendent

Bob Michael, Director, Physical Plant

Michelle Olk, Director of Employee and Labor Relations
Dr. Edwina Hudson Suit, PHR, SHRM-CP, Executive Director of Human Resources

Suzanne D'Agresta, School Board Attorney

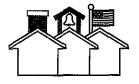
Signature		
Print Name	1180	 •
 Date		 

"Educate and inspire every student to be successful"

Dr. Mara Schiff District 1 Jacqueline Rosario District 2 Laura Zorc 

District 3

Teri L. Barenborg District 4 Tiffany M. Justice District 5



## School District of Indian River County

6500 57<sup>th</sup> Street ● Vero Beach, Florida, 32967 ● Telephone: 772-564-3000 ● Fax: 772-564-3054

Susan Moxley, Ed.D. - Superintendent

CHARGING LETTER

June 27, 2019

Ms. Megan Cooney 8686 102<sup>nd</sup> Ave Vero beach FL 32967

VIA: US MAIL

Dear Ms. Cooney,

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

I will recommend at the School Board meeting on July 23, 2019, that your employment with the District be terminated effective July 23, 2019. The School Board meeting will be held at the offices of the School Board of Indian River County, 6500 57th Street, Vero Beach, Florida, and the meeting commences at 6:00 p.m.

Pursuant to School Board policies, my recommendation that you be discharged from employment is based on the fact that your acts or omissions disqualify you from being employed in the District and provide just cause for terminating your employment:

 No call, no-show absence from May 13-June 21. Management was unable to contact you via phone or text after several attempts.

Due to your failure to contact your employer and your no-call, no show absence, termination is the only alternative for the school district.

You have the right to obtain representation of your choice to assist you if you should desire representation. You also have such rights as are set out in the Collective Bargaining Agreement with Communication Workers of America regarding your termination from employment.

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation that your employment be terminated, please contact School Board Attorney Suzanne D'Agresta at the law offices of Garganese, Weiss, D'Agresta, & Salzman, P.A., 111 North Orange

"Educate and inspire every student to be successful"

Dr. Mara Schiff 

District 1

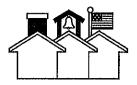
Jacqueline Rosario 

District 2

Laura Zorc 

District 3

Teri L. Barenborg District 4 Tiffany M. Justice District 5



## School District of Indian River County

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

Susan Moxley, Ed.D. - Superintendent

Suzanne D'Agresta at the law offices of Garganese, Weiss, D'Agresta, & Salzman, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely, Auxamosty

Susan Moxley, Ed.D. Superintendent

Cc: Jon Teske, Assistant Superintendent

Bob Michael, Director, Physical Plant

Michelle Olk, Director of Employee and Labor Relations

Dr. Edwina Hudson Suit, PHR, SHRM-CP, Executive Director of Human Resources

Suzanne D'Agresta, School Board Attorney

Signature	•	
Print Name		 
Date		

"Educate and inspire every student to be successful"

#### 2018-19 Annual Equity Update

#### PART I: PROCEDURAL REQUIREMENTS:

- A. Changes to Nondiscrimination and Anti-Harassment Policies or Grievance Procedures Submit any policies or procedures revised since the last Equity Update.
- B. Annual Notification of Nondiscrimination for Vocational Education Programs
  - 1. <u>Annual Notification of Nondiscrimination for Vocational Education Programs</u>
    Explain how annual notification of nondiscrimination is disseminated/published; and submit copies of materials that include the annual notification of nondiscrimination for vocational programs.

#### 2260 - 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").

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. In order to achieve the aforesaid goal, the Superintendent shall:

#### A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the protected classes, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc., toward the development of human society;

#### B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, in all aspects of the program;

#### C. Student Access

- 1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;
- 2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society, pursuant to Board Policy 7510 Use of District Facilities;

In accordance with Florida Statute, the Board may establish and maintain a single-gender non-vocational class, extracurricular activity, or school for elementary, middle, or high school students.

#### D. District Support

verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

#### E. Student Assessment

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the protected classes.

#### **District Compliance Officer(s)**

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs")

#### **Executive Director for Human Resources**

6500 57 Street Vero Beach, FL 32967 772-564-3000

#### **Executive Director for Exceptional Education and Student Services**

6500 57 Street Vero Beach, FL 32967 772-564-3000

The names, titles, and contact information of these individuals will be published annually on the School District's website.

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education

#### Amendment Act of 1972,

Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act of 1992, the Florida Educational Equity Act, and/or their implementing regulations is provided to students, their parents, staff members, and the general public. A copy of each of the acts and regulations on which this notice is based may be found in the CO's office.

Revised 3/24/15 Revised 7/28/15 Technical Change 1/14/16 Revised 4/12/16 Revised 2/14/17

#### © Neola 2016

Legal F.S. 553.501 et seg., Florida Americans with Disabilities Accessibility Implementation Act

F.S. 553.014

F.S. 760.08

F.S. 760.021

F.S. 1000.05, Florida Educational Equity Act

F.S. 1002.311

F.A.C. 6A-19.001

Fourteenth Amendment, U.S. Constitution

20 U.S.C. Section 1681, Title IX of Education Amendment Act

20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974

20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 U.S.C. Section 794, Rehabilitation Act of 1973, as amended

42 U.S.C. Section 2000 et seq., Civil Rights Act of 1964

42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended

42 U.S.C. 6101 et seq., Age Discrimination Act of 1975

34 C.F.R. Part 110 (7/27/93)

29 C.F.R. Part 1635

Vocational Education Program Guidelines for Eliminating Discrimination and Denial of Services,

Department of Education, Office of Civil Rights, March 1979

Title III of the No Child Left Behind Act of 2001

Last Modified by Brenda Davis on September 26, 2018

#### 2. Continuous Notification of Nondiscrimination

Identify documents used to provide the continuous notification of nondiscrimination; and submit copies of materials that include the continuous notification of nondiscrimination.

The following is an excerpt from The School Board of Indian River County Bylaws and Policies:

1362.02 - ANTI-HARASSMENT COMPLAINT PROCEDURE

#### **Anti-Harassment Compliance Officers**

The individuals who have the following positions serve as "Anti-Harassment Compliance Officers" for the School District. They are hereinafter referred to as the "Compliance Officer" or "Compliance Officers".

Executive Director of Human Resources Services 772-564-3195 6500 57<sup>th</sup> Street

Vero Beach, Florida 32967

Executive Director of ESE and Student

772-564-5932 6500 57<sup>th</sup> Street

Vero Beach, Florida 32967

The Compliance Officers will be available during regular school/work hours to discuss concerns related to legally prohibited harassment.

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 which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the 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 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 School 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 unlawful harassment which are reported to them to a Compliance Officer within five (5) calendar days of learning of the

#### 1122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The School Board does not discriminate 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") in its programs and activities, including employment opportunities. It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

The Superintendent shall appoint and publicize the name of the compliance officer(s) who is/are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The Superintendent shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI, and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively-bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

If a person believes that s/he has been subjected to unlawful discrimination, the person may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the U.S. Department of Education's Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Internal complaints must be put in writing and must identify the specific circumstances or areas of dispute that have given rise to the complaint, and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

#### **Internal Complaint Procedure**

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination based upon disability. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the U.S. Department of Education's Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

A. An employee with a complaint based on alleged discrimination on the basis of disability may first discuss the problem with the compliance officer.

- B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint, unless the time for filing is extended by the compliance officer for good cause.
- C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) work days. If no decision is rendered within ten (10) work days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent. The compliance officer shall maintain the District's files and records relating to the complaint.
- D. The Superintendent will, within ten (10) work days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint. The Superintendent will render his/her decision within ten (10) work days of the hearing.
- E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.
- F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

  If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action

will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

#### Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to unlawful discrimination, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations (FCHR), or the Equal Employment Opportunity Commission ("EEOC").

#### Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

#### Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

#### Training

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

#### Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

- 1. all written reports/allegations/complaints/statements;
- 2. narratives of all verbal reports/allegations/complaints/statements;
- 3. a narrative of all actions taken by District personnel;
- 4. any written documentation of actions taken by District personnel;
- 5. written witness statements;
- 6. narratives of, notes from, or audio, video, or digital recordings of witness statements;
- 7. all documentary evidence;
- 8. e-mails, texts, or social media posts pertaining to the investigation;
- 9. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.)

pertaining to the investigation;

- 10. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment:
- 11. dated written determinations to the parties;
- 12. dated written descriptions of verbal notifications to the parties;
- 13. written documentation of any interim measures offered and/or provided to complainants, including no contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt; and
- 14. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 7/28/15 Technical Change 1/14/16 Revised 4/12/16

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Legal F.S. 112.1221, 250.481, 760.01, 760.10, 1000.05

20 U.S.C. 1681 et seq., Title IX

29 U.S.C. 621 et seq., Age Discrimination in Employment Act of 1967

29 U.S.C. 701 et seq., Rehabilitation Act of 1973, as amended

42 U.S.C. 2000e, et seq., Civil Rights Act of 1964

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

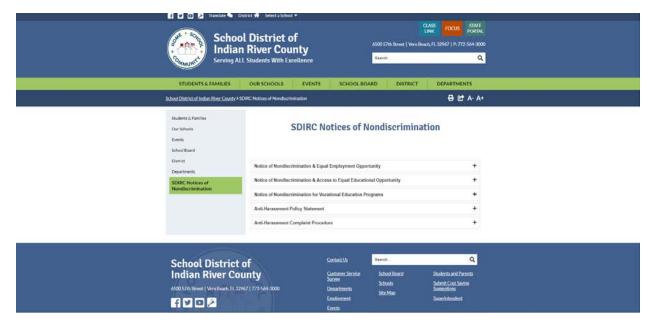
42 U.S.C. 12112, Americans with Disabilities Act of 1990, as amended

29 C.F.R. Part 1635

38 U.S.C. 4301 et seq., The Uniformed Services Employment and Reemployment Rights Act Last Modified by Jayne Purcell on September 17, 2018

C. Notice for Availability of Reasonable Accommodations to Applicants for Employment Submit copies of webpages or printed materials for applicants for employment that include the notice that reasonable accommodations are available for qualified applicants with disabilities during the application and interview process. The notices should also include contact information for requesting accommodations.

The following is a screen shot of the School Board of Indian River County employment webpage: (https://www.indianriverschools.org/cms/One.aspx?portalld=1549525&pageId=17288178 : retrieved July 10, 2019).



#### PART II: INCOMPLETE ITEMS OR PENDING ACTIONS

- A. Any Items identified during equity on-site review.
- B. Any other items identified on the current or past monitoring work plans as incomplete.

#### PART III: STUDENT PARTICIPATION

#### **EVALUATION OF METHODS AND STRATEGIES:**

The following percentages reflect within race/ethnicity calculations for students enrolled in AP/IB/AICE courses (currently the district does not participate in AICE courses). In **2014-15**, 26% of Whites, 6% of Blacks, 14% of Hispanics, 23% of White Males, 4% of Black Males, and 11% of Hispanic Males were enrolled in AP/IB courses. In **2018-19**, 30.5% of Whites (an increase of 4.5%), 13.21% of Blacks (an increase of 7.21%), 22.47% of Hispanics (an increase of 8.47%), 25.35% of White males (an increase of 2.35 percentage points), 8.37% of Black Males (an increase of 4.37%), and 17.05% of Hispanic Males (an increase of 6.05%) were enrolled. These numbers show the increase as compared to 2014-2015. In the 2018-19 school year ELL enrollment was 7.89% (a decrease of 9.11%) from the 2017-18 school year. The district experienced a decline in enrollment compared to the 2017-2018 school year in enrollment in AP/IB courses. This decrease could be attributed to the decline of student enrollment across the enrollment of students in AP/IB courses in the district.

#### (1) Grades 9-12, Advanced Placement (AP), IB and AICE

Grades	0-12	Total	Enro	Umant	2018	10	(5664)
Grades	9-1Z	i Otai	CHIC	umeni	ZU IO:	. 19	120041

White	Black	Hispa	anic	ELL Students
3167 & 31%	825 & 13%		& 22.5%	114 & 8%
Whites	Whites	Whites	Whites	Whites
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2014-15	2015-16	2016-17	2017-18	2018-19
26% (867)	25% (816)	26.53% (848)	34% (1095)	30.50% (966)
White Males	White Males	White Males	White Males	White Males
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2014-15	2015-16	2016-17	2017-18	2018-19
23% (374)	21% (347)	21.43% (344)	28% (464)	25.35% (419)
Blacks	Blacks	Blacks	Blacks	Blacks
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2014-15	2015-16	2016-17	2017-18	2018-19
6% (54)	7% (63)	7.74% (69)	21% (179)	13.21% (109)
Black Males	Black Males	Black Males	Black Males	Black Males
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2014-15	2015-16	2016-17	2017-18	2018-19
4% (16)	5% (20)	3.58% (16)	14% (58)	8.37% (36)
Hispanics	Hispanics	Hispanics	Hispanics	Hispanics
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2014-15	2015-16	2016-17	2017-18	2018-19
14% (144)	12% (136)	14.57% (176)	24% (316)	22.47% (304)
Hisp. Males	Hisp. Males	Hisp. Males	Hisp. Males	Hisp. Males
In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE	In AP/IB/AICE
2014-15	2015-16	2016-17	2017-18	2018-19
11% (57)	10% (59)	11.82% (72)	18% (124)	17.05% (120)

#### **Evidence of Success**

Evaluate the progress made in increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in AP/IB/AICE courses, and in closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. **Evaluation must include 2014-15 to 2018-19.** 

The following percentages reflect within race/ethnicity calculations for students enrolled in AP/IB/AICE courses (currently the district does not participate in AICE courses). In **2014-15**, 26% of Whites, 6% of Blacks, 14% of Hispanics, 23% of White Males, 4% of Black Males, and 11% of Hispanic Males were enrolled in AP/IB courses. In **2018-19**, 30.5% of Whites (an increase of 4.5%), 13.21% of Blacks (an increase of 7.21%), 22.47% of Hispanics (an increase of 8.47%), 25.35% of White males (an increase of 2.35 percentage points), 8.37% of Black Males (an increase of 4.37%), and 17.05% of Hispanic Males (an increase of 6.05%) were enrolled. These numbers show the increase as compared to 2014-2015.

The evaluation of data reveals continued progress in increasing enrollment in AP/IB courses for Black and Hispanic students in grades 9-12 from 2014-2015 to 2018-2019. Work is still needed to continue the growth for Black and Hispanic students, as well as ELL students who decreased from 17% in 2017-2018 to 7.89% in 2018-2019 (a difference of 9.11%).

#### **Methods and Strategies**

Identify the targeted methods and strategies to be used for the next period to increase enrollment for minority and ELL students in AP/IB/AICE courses, and to close enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Strategies should include specific action steps taken by the schools/district to close enrollment gaps.

The sustained increase in the enrollment of Black and Hispanic students during the 2018-2019 school year can be contributed to the efforts of the district. The adding of the position of Coordinator of Equity and Instructional Support (COE) in the 2017-2018 school year along with graduation coaches, AP/IB school-based coordinators and added school supports have made a significant impact on enrollment. The COE identified and monitored the inclusion of underrepresented students in AP/IB courses on both high school campuses. The COE worked with schools to ensure students were informed of the opportunity to enroll and participate in AP/IB classes. Parents were included in those conversations to assist the students with taking advantage of this academic opportunity. The school counselors monitored grades to ensure student success in completing coursework. Throughout the course of the school year, AP and IB Coordinators reviewed student progress and made the needed adjustments to ensure academic needs of students were met.

#### **Accountability Measure and Timelines**

Provide accountability measures and timelines for increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in AP/IB/AICE courses, and closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Timelines may be over multiple years.

The District will continue to work to reach their projected goals.

The District will continue to work to increase enrollment of Black Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to work to increase enrollment of Hispanic Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to work to increase enrollment of ELL Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to work to increase enrollment of Black Male Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

The District will continue to work to increase enrollment of Hispanic Male Students in grades 9-12 in AP/IB courses by 5% over the next 2 years.

#### (2) Grades 9-12, Dual Enrollment (DE)

The following percentages reflect within race/ethnicity calculations for students enrolled in Dual Enrollment courses. In 2014-15, 7% of Whites, 1% of Blacks, 3% of Hispanics, 5% of White Males, 0% of Black Males, and 2% of Hispanic Males were enrolled. In 2018-19, 10.17% of Whites (an increase of 3.17% percentage points), 3.88% of Blacks (an increase of 2.88 percentage point), 5.62% of Hispanics (an increase of 2.62 percentage point), 7.68% of White Males (an increase of 2.68 percentage points), 2.33% of Black Males (an increase of 2.33 percentage points), and 4.26% of Hispanic Males (an increase of 2.26 percentage points) were enrolled. There were no ELL students enrolled in Dual Enrollment in 2018-19 (a decrease of 1 percentage point).

Grades	0-12	Total	Enrollm	ant 201	2-10	(5664)
Grades	9-1Z	i Otai	<b>E</b> HFOIIII	eni zu i	0-19	120041

	al Enrollment 20			
White	Black	Hisp		ELL Students
3167 & 31%	825 & 13%	1353	& 22.5%	114 & 8%
Whites In DE 2014-15 7% (232)	Whites In DE 2015-16 1% (21)	Whites In DE 2016-17 9.45% (302)	Whites In DE 2017-18 11% (348)	Whites In DE 2018-19 10.17% (322)
White Males In DE 2014-15 5% (84)	White Males In DE 2015-16 0% (6)	White Males In DE 2016-17 6.67% (107)	White Males In DE 2017-18 8% (134)	White Males In DE 2018-19 7.68% (127)
Blacks In DE 2014-15 1% (11)	Blacks In DE 2015-16 0% (0)	Blacks In DE 2016-17 2.47% (22)	Blacks In DE 2017-18 3% (27)	Blacks In DE 2018-19 3.88% (32)
Black Males In DE 2014-15 0% (2)	Black Males In DE 2015-16 0% (0)	Black Males In DE 2016-17 0.67% (3)	Black Males In DE 2017-18 1% (6)	Black Males In DE 2018-19 2.33% (10)
Hispanics In DE 2014-15 3% (33)	Hispanics In DE 2015-16 0% (2)	Hispanics In DE 2016-17 3.64% (44)	Hispanics In DE 2017-18 5% (70)	Hispanics In DE 2018-19 5.62% (76)
Hisp. Males In DE 2014-15 2% (12)	Hisp. Males In DE 2015-16 0% (1)	Hisp. Males In DE 2016-17 2.63% (16)	Hisp. Males In DE 2017-18 4% (27)	Hisp. Males In DE 2018-19 4.26% (30)
		ELL Students In DE 2016-17 0% (0)	ELL Students In DE 2017-18 1.04% (1)	ELL Students In DE 2018-19 0% (0)

#### **Evidence of Success**

Evaluate the progress made in increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in dual enrollment courses, and in closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. **Evaluation must include 2014-15 to 2018-19.** 

From 2014-2015 school year to the 2018-2019 school year, the Dual Enrollment program continues to grow for the district. Overall, Black, and Hispanic students are accessing and completing DE courses. There was a decrease in enrollment for White students (-.83%) enrolled and no ELL students were enrolled for 2018-2019 school year. Black students (+.88%) and Hispanic Students (+.62%) increased in enrollment for the 2018-2019 school year compared to 2017-2018.

#### **Methods and Strategies**

Identify the targeted methods and strategies to be used for the next period to increase enrollment for minority and ELL students in dual enrollment courses, and to close enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Strategies should include specific action steps by the schools/district to close enrollment gaps.

The District will continue to work with Indian River State College to provide classes by our staff on the campuses of the two high schools to provide easy access to students. The District will also monitor grades to ensure students are successfully completing coursework. The District will continue to advertise the opportunity to participate in dual enrollment courses as well as identify students and communicate with students who should take advantage of this academic opportunity. The District will provide school based administrators with the percentages the district expects the enrollment to increase. Additionally, the Curriculum and Instruction Department will offer supports to the schools to help identify students to increase enrollment.

#### **Accountability Measure and Timelines**

Provide accountability measures and timelines for increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in dual enrollment courses, and closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Timelines may be over multiple years.

The District progressed towards goal of increasing enrollment of underrepresented students in Dual Enrollment. The District will continue to work to increase enrollment of Black Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to work to increase enrollment of Hispanic Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to work to increase enrollment of ELL Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to work to increase enrollment of Black Male Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

The District will continue to work to increase enrollment of Hispanic Male Students in grades 9-12 in AP/IB courses by 2% over the next 2 years.

#### (3) Grades 9-12, All Level 3 courses (including AP, IB, AICE, DE and honors)

#### Grades 9-12 Total Enrollment 2018-19 (5664)

White 3167 & 31%			Hispanic 1353 & 22.5%		
Whites All Level 3 2014-15 63% (2083)	Whites All Level 3 2015-16 64% (2116)	Whites All Level 3 2016-17 69.68% (2227)	Whites All Level 3 2017-18 71% (2276)	Whites All Level 3 2018-19 70.79% (2242)	
White Males All Level 3 2014-15 58% (943)	White Males All Level 3 2015-16 58% (950)	White Males All Level 3 2016-17 64.92% (1042)	White Males All Level 3 2017-18 66% (1105)	White Males All Level 3 2018-19 66.42% (1098)	
Blacks All Level 3 2014-15 32% (265)	Blacks All Level 3 2015-16 34% (300)	Blacks All Level 3 2016-17 39.80% (355)	Blacks All Level 3 2017-18 49% (417)	Blacks All Level 3 2018-19 49.70% (410)	

Black Males All Level 3 2014-15 23% (99)	Black Males All Level 3 2015-16 26% (114)	Black Males All Level 3 2016-17 31.99% (143)	Black Males All Level 3 2017-18 40% (170)	Black Males All Level 3 2018-19 40.47% (174)
Hispanics All Level 3 2014-15 45% (457)	Hispanics All Level 3 2015-16 45% (504)	Hispanics All Level 3 2016-17 54.47% (658)	Hispanics All Level 3 2017-18 58% (777)	Hispanics All Level 3 2018-19 60.31% (816)
Hisp. Males All Level 3 2014-15 41% (213)	Hisp. Males All Level 3 2015-16 37% (214)	Hisp. Males All Level 3 2016-17 51.56% (314)	Hisp. Males All Level 3 2017-18 54% (366)	Hisp. Males All Level 3 2018-19 55.68% (392)
		ELL Students All Level 3 2016-17 17.78% (16)	ELL Students All Level 3 2017-18 29% (28)	ELL Students All Level 3 2018-19 21.93% (25)

#### **Evidence of Success**

Evaluate the progress made in increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in all advanced courses, and in closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. **Evaluation must include 2014-15 to 2018-19.** 

The following percentages reflect within race/ethnicity calculations for students enrolled in Level 3 courses. In 2014-15, 63% of Whites, 32% of Blacks, 41% of Hispanics, 58% of White Males, 23% of Black Males, and 41% of Hispanic Males were enrolled. In 2018-19, 70.79% of Whites (a decrease of -.21 percentage points), 49.70% of Blacks (an increase of .70 percentage points), 60.31% of Hispanics (an increase of 2.3 percentage points), 66.42% of White Males (an increase of .42 percentage points), 40.47% of Black Males (an increase of .47 percentage points), and 55.68% of Hispanic Males (an increase of 1.68 percentage points) were enrolled. The ELL students enrolled in Level 3 courses in 2017-18 was 29% and in 2018 -2019 had an enrollment of 21.93% (a decrease of 7.07 percentage points). The district will continue the work to continually increase all of our students in Level 3 courses.

#### **Methods and Strategies**

Identify the targeted methods and strategies to be used for the next period to increase enrollment for minority students in all advanced courses, and to close enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Strategies should include specific action steps taken by the schools/district to close enrollment gaps.

The Coordinator of Equity and Instructional Support will continue the work with schools to ensure that school administration is providing opportunities for all students to access Level 3, AP, IB and Honors courses. Schools will hold informational meetings with students to inform them of their opportunities to enroll in the classes. District schools will provide pamphlets to inform parents, guardians and community of course options as well as advertise these options on their websites and in their school newsletters.

#### **Accountability Measure and Timelines**

Provide accountability measures and timelines for increasing enrollment for black, Hispanic, black male, Hispanic male and ELL students in all advanced courses, and closing enrollment gaps for black, Hispanic, black male, Hispanic male and ELL students. Timelines may be over multiple years.

Increase the number of Black students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of Hispanic students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of Black Male students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of Hispanic Male students in grades 9-12 enrolling in all Level 3, Honors and DE courses by 2 percentage points over the next 2 years.

Increase the number of ELL students in grades 9-12 enrolling in all Level 3, Honor and DE courses by 2 percentage points.

#### PART IV: GENDER EQUITY IN ATHLETICS

#### **Athletics Compliance Verification**

- **A.** Attach a **Compliance Verification Form** for the district (only one for the district, **not** one for each school), signed by the superintendent. **(See pages 7-8.)**
- **B.** Attach a **Participation Monitoring Form** for each school with an interscholastic athletics program, signed by the principal. Enter the number of male and female athletes for each sport. For varsity teams, enter the number of athletes. For junior varsity/freshmen/B-teams, enter the number of athletes and, if there is more than one team, enter the number of teams. **(See page 9.)**
- C. If the Participation Monitoring Forms indicate that schools are not in compliance with all components required by Title IX and the Florida Educational Equity Act, then each school that is out of compliance must also submit a Corrective Action Plan, signed by the principal. (See page 10.)
- D. If the district submitted Corrective Action Plans as part of the 2017-18 Equity Update, it should submit updated Corrective Action Plans to show the current status/progress of the corrective actions and evidence of completion.

#### PART V: EMPLOYMENT EQUITY

- **A.** Complete the following chart for administrative and instructional positions in the school district. Enter the number and percent for each race/ethnicity and gender. Count each person only once under one category.
- **C.** Review the employment data to identify any racial/ethnic or gender underrepresentation in administrative and faculty positions.

Upon review of the employment data, it shows Black (9%) and Hispanic (3%) teachers are disproportionate to the percentage of Black (17%) and Hispanic (24%) students in the district. In administration, the numbers are more proportionate for Blacks, but still underrepresented for Hispanics.

District: Indian R	iver	2018-19 District Administrative and Faculty Positions					sitions
Administrative Positions	Total	# & % Black	# & % Hispanic	# & % White	# & % Other	# & % Female	# & % Male
Student Demographics	17652	3,035 (17%)	4,250 (24%)	9,352 (53%)	1,015 (6%)	8,571 (49%)	9,081 (51%)
District-Level Administrators	21	3 (14%)	0 (0%)	18 (86%)	0 (0%)	14 (67%)	7 (33%)
Principals	22	6 (27%)	1 (5%)	15 (68%)	0 (0%)	13 (59%)	9 (41%)
Asst. Principals	32	8 (25%)	0 (0%)	24 (75%)	0 (0%)	21 (66%)	11 (34%)
Teachers	1117	95 (9%)	35(3%)	981 (88%)	6 (1%)	898 (80%)	219 (20%)
Guidance Counselors	21	6 (29%)	0 (0%)	15 (71%)	0 (0%)	20 (95%)	1 (5%)

**D.** Identify specific methods and strategies used to address any racial/ethnic or gender underrepresentation in administrative, instructional and guidance positions.

<sup>\*</sup>Please see SDIRC Recruitment Plan attached at the end of this report in Appendix

#### PART VI: SINGLE-SEX SCHOOLS AND CLASSES

Does the district operate single-sex schools or classes?  $\underline{\hspace{0.2cm}}$  Yes  $\underline{\hspace{0.2cm}}$  No

If applicable, please complete the charts and respond to the questions below regarding single-sex education in your district

**A.** In the chart below enter the names of any single-sex schools operating in the district and the number of students enrolled.

District:	2018-19 Single-Sex Schools				
School Name	Male Enrollment	Female Enrollment			
NA					

**B.** In the chart below enter the number of classes and enrollments in all classes for courses for which single-sex classes are offered at co-educational schools in the district.

School Name:	2018-19 Single-Sex Classes							
	Male Stude	ents Only	Female Stu	dents Only	Co-Ed Students			
Grade/Course	# of Classes/ # of Sections Students		# of Classes/ Sections	Classes/ # of		# of Students		
NA								

- **E.** Questions about the implementation of Title IX especially as they apply to single-sex education:
  - Does the district offer single-sex education? NA
  - ➤ How is single-sex education being justified? NA
  - > How does the district keep track of single-sex public education? NA
  - What does the district do to insure there is no illegal sex segregation in education? NA
  - Is single-sex education intended to decrease sex discrimination in the outcomes? NA
  - > Do the schools provide comparable co-educational options? NA
  - How are single-sex educational options reviewed, monitored, and evaluated to insure they are legal? NA
  - Who is involved in the evaluations and guidance on the implementation of single-sex education? NA
  - What assurances are provided to insure that single-sex options are completely voluntary? NA
  - > Are there pre-implementation reviews of proposed single-sex education? NA
  - What entities review and approve single-sex options, and what standards do they use? NA
  - Is there assistance from external groups for training or consultation? NA
  - ➤ How does the district monitor to insure that single-sex education is not contributing to gender stereotypes or sex discrimination in outcomes? For example, is data provided on girls compared to boys, or on any other populations, such as low-income minority boys compared to low-income minority girls? NA
  - ➤ Do you or anyone else monitor to learn if there is equity between and among the single-sex groupings and the mixed-sex alternatives on equity measures? NA

- Please share information on why the district or school decided to eliminate single-sex education? \*This is only for those district(s) or school(s) that discontinued single-sex education. NA
- **F.** Please attach copies of notices to parents/students that co-education options are available and the participation in single-sex classes is completely voluntary.
- G. If the district conducts single-sex education program, please submit the completed signed Single-Sex Evaluation Verification Form. (See page 11.)

#### PART VII: PREGNANT AND PARENTING STUDENTS

To ensure that pregnant and parenting students are treated in compliance with the requirements of Title IX and Section 1003.54, F.S., districts are asked to respond to the following questions regarding programs for pregnant and parenting students:

- (1) How does the district make provisions for pregnant and parenting students to complete the coursework necessary to earn a high school diploma? How are ancillary services (such as child care, health care, social services, parent education and transportation) provided?
- The district operates a Teen Parent Program pursuant to F.S. 1003.54 and the requirements of Title IX. The program is available to all pregnant and/or parenting students in the district regardless of the district school they attend. Students are permitted to remain in their home school and are permitted to participate without restriction in all curricular and extra-curricular activities. These activities include, but are not limited to sports, Honors classes, Advanced Placement, International Baccalaureate, Dual Enrollment, Honor Societies and student leadership opportunities. A Social Worker facilitates ancillary services including child care, transportation, health care, referral to social services, parenting classes and special seminars. Childcare is available though district-contracted childcare providers and transportation is provided using district school busses. Florida Virtual School parenting classes, supplemented by seminars provided by local agencies such as Healthy Start and the Kindergarten Readiness Collaborative are also utilized.
- (2) If the district operates a separate program for pregnant and parenting students, how are students informed of the different curricula, services or other options available through the program versus what is available at their home schools? (Attach brochure(s) used to inform pregnant and parenting students of their educational options.)
  - Students are permitted to remain in their home school to participate in regular classroom activities to complete their education, so the district does not operate a separate program for pregnant and parenting students. The district's Teen Parent Program is available at all schools in the district and students are offered the same curricula available to all other students at their home school. The Teen Parent Social Worker routinely visits the local health department as well as local agencies who assist pregnant women to inform them and provide information necessary to make appropriate referrals of school age pregnant students to the district's Teen Parent Program. Informational brochures about the program are available (attached) and are distributed to these local agencies as well as all the middle school and high school nurses.
- (3) How are school counselors and administrators trained to effectively advise pregnant or parenting students of their options to participate in regular classroom activities or enroll in a special program, and their access to curricular, extracurricular, and ancillary service programs?
- The Teen Parent Social Worker will facilitate a yearly training for guidance counselors and school nurses at one of their scheduled meetings. Additionally, school personnel are advised each year of the existence of the Teen Parent Program and how to make a referral. If a student confides in a teacher that she is pregnant or that he/she is a parent, they are to refer the student to their guidance counselor. The guidance counselor will advise the student of his/her educational rights and options as well as the availability of the Teen Parent Program. The counselor will contact the Teen Parent Social Worker who will arrange to meet with the student and his/her parent/guardian to further explain and enroll the student in the Teen Parent Program.

#### PART IV GENDER EQUITY IN ATHLETICS

#### **Athletic Compliance Verification Form**

District:	Indian River			
1.				he interests and abilities of members of 4(2), FAC; Title IX: 106.41(c)(1)]
	X IN COMPL	ANCE		NOT IN COMPLIANCE
2.	Equipment and supplies are F.S.; Rule 6A-19.004(4), FA			nd male teams. [Section 1000.05(3)(d)(2),
	X IN COMPL	ANCE		NOT IN COMPLIANCE
3.	Scheduling of games and pr Rule 6A-19.004(5), FAC; Titl			ortunities. [Section 1000.05(3)(d)(3), F.S.;
	X IN COMPL	ANCE		NOT IN COMPLIANCE
4.	Travel and Per Diem allowar 1000.05(3)(d)(4), F.S.; Rule			n an equitable manner. [Section 06(c)(4)]
	X IN COMPL	ANCE		NOT IN COMPLIANCE
5.	Opportunities to receive coa [Section 1000.05(3)(d)(5), F.			
	X IN COMPL	ANCE		NOT IN COMPLIANCE
6.	Locker rooms, practice facilifemale teams. [Section 100]	ties and competit 0.05(3)(d)(7), F.S	ive facilities ar .; Rule 6A-19	re of comparable quality for male and .004(8), FAC; Title IX: 106.41(c)(7)]
	X IN COMPL	ANCE		NOT IN COMPLIANCE
7.	Medical and training facilities [Section 1000.05(3)(d)(8), F.			nce, are provided in an equitable manner. itle IX: 106.41 (c)(8)]
	X IN COMPL	ANCE		NOT IN COMPLIANCE
8.	Publicity and promotion of m 1000.05(3)(d)(10), F.S.; Rule			
	X IN COMPL	ANCE		NOT IN COMPLIANCE
9.	Support services are equitable 106.41(a)]	le for male and f	emale teams.	[Rule 6A-19.004(11), FAC; Title IX:
	X IN COMPL	ANCE		NOT IN COMPLIANCE
	y that the district is in complia ne Florida Educational Equity		ntified compon	ents of our athletics program, as required by
			<u>July 11</u>	
Sig	gnature, Superintendent		D	Pate

#### Sebastian River High School 2018-19 Athletic Participation Monitoring Form

**Component 1:** NOTE: OCR defines a participant as anyone who (1) participated in competition or (2) participated with the team and was eligible for competition but did not play. Participation is determined as of the date of the first competitive event for the sport. For varsity teams, enter the number of athletes. **For junior varsity, freshmen and B-teams, enter the number of athletes and, if there is more than one team, enter the number of teams.** 

School: SRHS	Number of Participants			N	Number of Participants			ts	
Varsity Teams	Males	Females	Total	Non-Varsity Teams	#	# Males		Females	Total
Baseball	21	0	21	Baseball		9		0	9
Basketball	13	10	23	Basketball		25		7	32
Cross Country	12	6	18	Cross Country		0		0	0
Flag Football/ Football	47	0	47	Flag Football/ Football		27		0	27
Golf	6	5	11	Golf		0		0	0
Soccer	18	22	40	Soccer		22		15	37
Softball	0	12	12	Softball		0		11	11
Swimming/Diving	15	8	23	Swimming/Diving		0		0	0
Tennis	13	18	31	Tennis		0		0	0
Track and Field	37	21	58	Track and Field		0		0	0
Volleyball	0	10	10	Volleyball		0		13	13
Wrestling	35	1	35	Wrestling		0		0	0
Weightlifting	0	22	22	Weightlifting		0		0	0
Lacrosse	19	20	39	Lacrosse		0		14	14
Bowling	6	7	13						
Water Polo	6	5	11						
Rowing	21	17	38						
Total Varsity Participants	269	184	453	Total JV Participants	83	3	60	0	143
% of Varsity Participants	59%	41%	100%	% of JV Participants	58	3%	42	2%	100%
Total Student Enrollment by Gender 2018-19	982	820	1832	Total Student Enrollment by Gender 2018-19	98	982 820		20	1832
% Student Enrollment by Gender 2018-19	54%	46%	100%	% Student Enrollment by Gender 2018-19	54	4%	40	6%	100%

This form must be submitted for each school. Be sure to fill in the enrollment data. The total percentage of male and female student enrollment should equal 100%.

#### **Vero Beach High School 2018-19 Athletic Participation Monitoring Form**

**Component 1:** NOTE: OCR defines a participant as anyone who (1) participated in competition or (2) participated with the team and was eligible for competition but did not play. Participation is determined as of the date of the first competitive event for the sport. For varsity teams, enter the number of athletes. **For junior varsity, freshmen and B-teams, enter the number of athletes and, if there is more than one team, enter the number of teams.** 

School: VBHS	Numb	er of Parti	cipants		Number of Participants		ts		
Varsity Teams	Males	Females	Total	Non-Varsity Teams	#	Males	#	Females	Total
Baseball	29	0	29	Baseball		28		0	28
Basketball	15	11	26	Basketball	2	29		11	40
Cross Country	19	14	33	Cross Country		10		6	16
Flag Football/ Football	59	22	81	Flag Football/ Football	2	133		17	150
Golf	9	9	18	Golf		0		0	0
Soccer	22	58	80	Soccer		15		17	32
Softball	0	14	14	Softball		0		11	11
Swimming/Diving	21	26	47	Swimming/Diving		0		0	0
Tennis	16	13	29	Tennis		0		0	0
Track and Field	50	37	87	Track and Field		0		0	0
Volleyball	0	15	15	Volleyball		0		14	14
Wrestling	22	1	23	Wrestling		0		0	0
Weightlifting	0	63	63	Weightlifting		0		0	0
Total Varsity Participants	262	283	512	Total JV Participants	2	15	76	6	291
% of Varsity Participants	48.1%	51.9%	100%	% of JV Participants	74	4%	26	6%	100%
Total Student Enrollment by Gender 2018-19	1420	1355	2775	Total Student Enrollment by Gender 2018-19	14	420	1:	355	2775
% Student Enrollment by Gender 2018-19	51%	49%	100%	% Student Enrollment by Gender 2018-19	5	1%	49	9%	100%

This form must be submitted for each school. Be sure to fill in the enrollment data. The total percentage of male and female student enrollment should equal 100%.

## PART IV GENDER EQUITY IN ATHLETICS

#### Corrective Action Plan

District:	Indian River County	_
School Name:	Sebastian River High School	

(1) Gender Equity in Athletics	(2) Planned Actions To Address Deficiencies Found in Athletics	(3) Responsible Person(s) and Contact	(4) Timelines	
Component		Information		
Prong 1,2, & 3	SRHS continues to offer a balanced athletic program with respect to participation levels and sports offered. Factors impacting this year's numbers are:	Jessica Upchurch, Athletic Director 772-564-4235	2019-2020	
	Increased numbers in Football and Boys track and field.			
	The inability to use Cheerleading in our numbers- we have 35 females on our squad.	Dariyall Brown 77-564-4176		
	We have added Girls Weight Lifting program as well as adding JV soccer and softball which we have had to drop in the past due to lack of interest. SRHS is facilitating an all-female in sports clinic this summer.			

We hereby verify that the above corrective action plan will be implemented to bring the institution into compliance within the time frame indicated in the Plan.

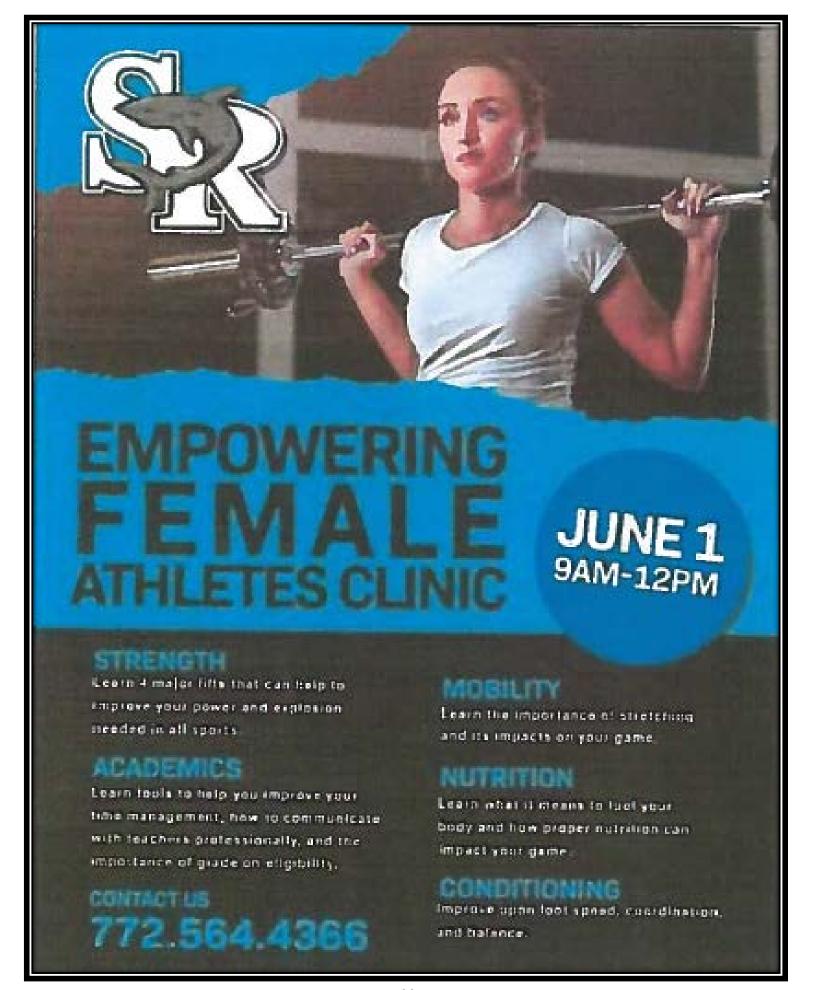
Signature, Principal

Signature, Superintendent

5/23/19

Date

5/24/19



#### **PART VI**

### **SINGLE-SEX SCHOOLS AND CLASSES**

### **Single-Sex Evaluation Verification Form**

Program Began	Completed

Appendix

## School District of Indian River County



## Human Resources Department Recruitment Plan

"Think about the future, but what's important is to really focus on what's going on today, and be willing to take many paths to get to your end goal."

COO of Facebook, Sheryl Sandberg

## Introduction

In a deliberate effort to serve all students with excellence, our goal is to intentionally recruit and employ highly skilled and motivated individuals for every position. To do so, we will proactively seek the best candidates through formal and informal activities.

This will be accomplished with developed timelines for recruitment, a diverse and qualified recruitment and selection team, and continued effort to analyze the outcomes and effectiveness of recruitment sources and strategies.

## Attract a high-quality workforce

- 1. We will examine staffing needs by identifying the following:
  - · number of potential non-renewals
  - possible shortages due to retirement and resignations
  - teachers who must renew their certifications
- We will examine previous recruitment efforts to evaluate diversity, effectiveness, major source(s) of new hires
- We will engage our community and advertise recruitment travel plans on the District's website.
- We will create and use Human Resources social media pages to promote and advertise job openings.
- We will implement skype interviews and organize on-site job fairs.
- 6. We will establish deadlines for recruitment and selection.
  - Fill all teacher openings by July 15th.
  - Post general job announcements for anticipated and known vacancies by April
     1st
- 7. We will develop statement describing the ideal candidate.
  - Example: "The ideal candidate is a student-centered, life learner who is
    philosophically aligned with the mission and the vision of the District, and is
    eager to take advantage of the many opportunities available for both students
    and staff."
- We will maintain steady communication with any candidate who receives a Letter of Intent during any of our recruitment events.
- 9. We will implement a IRSC and Florida HBCU's Presentation by Dr. Deborah Long.

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## Strategies for Recruitment

1	Post job openings on AppliTrack  https://www.applitrack.com/indianriver/onlineapp/
2	Share job openings on District HR social media and networking sites
3	Attend career fairs in Florida and other states to target specific candidates.
4	Partner with local and regional two-year and four-year colleges that include coordination with career services and campus job fairs to begin recruiting prospective applicants before college graduation.
5	Conduct skype interviews - February
6	Hold SDIRC Job Fair - February 13, 2019
7	Hold SDIRC Transportation Department Job Fair - March 8, 2019
8	Hold SDIRC Substitute Teacher and Substitute Teacher Assistant Job Fair - June 26, 2019

#### Target specific candidates

The requirements of the District's desegregation order necessitate the increase of ethnic/racial diversity within our teaching workforce. The following are strategies to align our focus.

- Involve current staff of diverse ethnicities in the recruitment and selection teams.
- Partner with local and/or regional Historically Black Colleges and Universities to identify potential candidates.
- Explore the career sites of national organizations, such as the Hispanic Association of Colleges and Universities and the National Alliance of Black School Educators to ultimately, establish a partnership.
- Tailor marketing messages and images that represent adults and children of diverse races/ethnicities as well as testimonials. Example site: <a href="www.diverseeducation.com">www.diverseeducation.com</a>

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- Offer a Letter of Intent to highly needed teachers that provides a job in the District once a position becomes available.
- 6. Participate in the DIVERSITY IN ED Virtual Job Fair and post regular job openings.

#### Use District HR Social Media to aid in recruiting efforts

The four most common social media sites include: Facebook, Linked In, Twitter and YouTube.

Human Resources currently use Facebook, Twitter and Linked In. HR's Facebook and Twitter accounts are now connected to ensure efficiency in our posts. Our goal is to eventually use the District's YouTube channel to advertise upcoming recruitment events.

## Establish a Recruitment Team

The recruitment team will consist of individuals with different perspectives and expertise who have demonstrated a commitment to diversity. The participants should be familiar with the District's staffing needs, the qualifications needed and the selection of the ideal candidate. Principals can recommend staff members they would like to be part of the recruitment team.

#### Proposed Recruitment Team:

- Anitra Cummings
- Cindy Emerson
- Dariyall Brown
- Dr. Chadwick Bacon
- Dr. Deborah Long
- Eddy Flores
- Elvin Hanna
- Germaine Johnson
- Hilary Poole
- Julie Kastensmidt
- Keondra Eberhardt

- Latonya Ross
- Letitia Whitfield-Hart
- Malik Bailey
- Megan Kendrick
- Ramon Echeverria
- Rashard Morgan
- Steven Adams
- Takeisha Harris
- Terri Beckham
- TiRhon Parks

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## School District of Indian River County

#### 2018-19 Teacher Recruitment Schedule

The School District of Indian River County is seeking highly motivated, dedicated and INDIAN RIVER enthusiastic educators to join our remarkable team as we continue to make incredible strides in education. The School District of Indian River County is in Vero Beach, FL and is a great place to live, learn and work. We are an organization that educates and inspires every child to be successful.

STATE	CITY	RECRUITMENT EVENT	EVENT DATE
Florida	St. Augustine	Flagler College Education Networking Career Fair	10/02/2018
Florida	Orlando	UCF 2018 Fall Recruitment Career Fair	11/16/2018
Florida	Vero Beach	SDIRC Career Fair	02/13/2019
Florida	Orlando	Great Florida Teach In	04/08/2019
Virtual Career Fair	Virtual Career Fair	DIVERSITY in Ed Career Fair	04/10/2019
Florida	Tallahassee	FSU-Education and Library Career Fair	04/24/2019
North Carolina	Greensboro	NC A&T State University Education Career Fair	03/12/2019
Florida	Orlando	Multicultural and 1st Generation Knights Networking Event	01/28/2019
Georgia	Augusta	Augusta University K-12 Educator Expo Career Fair	02/07/2019
Florida	Orlando	Florida Fund for Minority Teachers	03/09/2019
North Carolina	Greensboro	UNC Education Career Fair	03/13/2019
Florida	Pensacola	UWF All Majors Career & Internship Fair	03/27/2019
Florida	Boca Raton	FAU Careers in Education Career Fair	04/02/2019
Florida	Gainesville	UF Careers in Education	04/03/2019
Florida	Tallahassee	FAMU	03/06/2019
Florida	FT. Lauderdale	Nova Southeastern University Recruit a Shark Day	03/14/2019

Please follow this <u>link</u> to recruitment events calendar on SDIRC website.

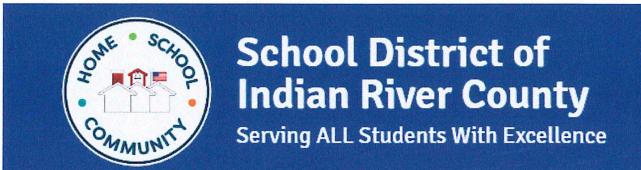
This recruitment plan is a working document. Adjustments to the recruitment team and plan will be made as necessary to find qualified diverse candidates.

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# A Proposal for the Selection of a Superintendent

Presented To:



Submitted By:

Ray and Associates, Inc.

CORPORATE OFFICE 901 17<sup>™</sup> STREET NE P.O. Box 10045 CEDAR RAPIDS, IOWA 52402 PHONE: 319-393-3115 FAX: 319-393-4931

E-mail: glr@rayassoc.com Website: www.rayassoc.com FLORIDA OFFICE 1806 PARKSIDE PLACE INDIAN HARBOUR BEACH, FLORIDA 32937 PHONE: 319-393-3115

> Fax: 319-393-4931 E-mail: glr@rayassoc.com Website: www.rayassoc.com

## Finding Leaders for America's Schools



901 17th Street NE Cedar Rapids, IA 52402 Mailing address: P.O. Box 10045 Cedar Rapids, IA 52410 Phone: 319-393-3115 Fax: 319-393-4931 Email: glr@rayassoc.com Website: www.rayassoc.com

## Ray and Associates, Inc.

Leaders in Executive Searches

June 27, 2019

School District of Indian River County ATTN: Ms. Laura Zorc, Chairman 6500 57<sup>th</sup> Street Vero Beach, FL 32967

Dear Ms. Zorc and Members of the School Board:

This letter is in response to a request regarding the need for our services to assist you in the search for a new Superintendent. We are confident the Board will be quite pleased with the services we can provide. We have been very successful in providing Superintendent search services for districts that are similar in terms of size, cultural diversity and geographic location.

As I am sure you are aware, the selection of Superintendent will be one of the most important activities your Board will perform. The Board's success in the search process will affect your school district's education program for years to come. It is extremely important to find the "right fit" for the District.

We are familiar with Florida as we were recently selected to conduct the Superintendent search for Marion County Public Schools and previously conducted Superintendent searches for Lake County Schools, the School District of Palm Beach County, Florida State University Schools, Brevard Public Schools, Broward County Schools and Collier County Public Schools, Florida. In the Southern region we have assisted Tangipahoa Parish School System and Monroe City Schools, Louisiana; Columbus Municipal School District, Jackson Public Schools and Hattiesburg Public Schools, Mississippi; Pulaski County Special School District, Fort Smith Public Schools, Rogers Public Schools, Cotter Public Schools, Mountain Home Public Schools and Fayetteville Public Schools, Arkansas; Fairfield City Schools and Tuscaloosa City Schools, Alabama; Savannah-Chatham County Public Schools and DeKalb County School District, Georgia; Williamsburg-James City County Public Schools, Norfolk Public Schools, Montgomery County Public Schools, Mecklenburg County Schools, Bedford County Schools, Newport News Public Schools, Hampton City Schools, and Prince William County Public Schools, Virginia; Waxahachie ISD, Austin ISD, Plano ISD, Lewisville ISD, Fort Worth ISD, Killeen ISD and Socorro ISD, Texas; Maury County Public Schools, Knox County Schools, Oak Ridge Schools, Sumner County Schools and Memphis City Schools, Tennessee; Beaufort County School District, Jasper County School District and Richland County School District One, South Carolina.

Nationally, we have conducted searches for Dover School District, New Hampshire; Bridgeport Public Schools, Greenwich Public Schools, Hartford City Public Schools and Consolidated School District of New Britain, Connecticut; Wyandanch Union Free School District, Amityville Union Free School District, New Heights Academy Charter School and Rochester City School District, New York; Baltimore County Public Schools, Anne Arundel County Public Schools, Baltimore City Public Schools, Howard County

Public School System, Wicomico County Public Schools and Prince George's County Public Schools, Maryland; Woodland Hills School District, Lewisburg Area School District, Wissahickon School District, Derry Township School District, Spring-Ford Area School District, School District of Cheltenham Township, Millville School District, Montgomery County Intermediate Unit and Benton Area Public School District, Pennsylvania; East Orange School District, Paterson Public Schools, Trenton Public Schools, Camden City Public Schools and Marlboro Township Public Schools, New Jersey; Paradise Valley Unified School District, Palos Verdes Unified School District, The Prentice School, Poway USD, San Ysidro School District, Albany USD, Berkeley USD, Pasadena USD and Emery USD, California; Roosevelt Elementary School District and Deer Valley Unified School District, Arizona; Hawaii School for Deaf and Blind, Hawaii; Blaine County School District, Idaho; Clark County School District, Nevada; Albuquerque Public Schools and Santa Fe Public Schools, New Mexico; Hood River County School District, Lake Oswego School District and Gresham-Barlow School District, Oregon; Everett Public Schools, Granite Falls School District, Lake Washington School District, Snoqualmie Valley School District, Mercer Island School District, Bellevue School District, Kent School District, Federal Way Public Schools, Northshore Public Schools and Seattle Public Schools, Washington; Missoula County Public Schools, Montana; Colorado School for the Deaf and the Blind, Boulder Valley School District, Douglas County School District, Sheridan School District No. 2, Colorado Springs School District 11, Jeffco Public Schools, Flagstaff Academy, Aspen High School, and Eagle County Schools, Colorado; Shaker Heights City Schools, Cleveland Heights-University Heights City School District, Cincinnati Public Schools and Lorain City Schools, Ohio; Omaha Public Schools and Westside Community Schools, Nebraska; Detroit Public Schools Community District, Ecorse Public Schools and Ann Arbor Public Schools, Michigan; Lakeville Area Public Schools, Minnesota; Vermillion School District, South Dakota; Berlin Area School District, the School District of Beloit and Oshkosh Area School District, Wisconsin; Geary USD 475, Shawnee Mission School District, Lawrence Public Schools, Kansas City Kansas Public Schools, Pittsburg Community Schools USD 250 and Olathe Public Schools, Kansas; Joplin Schools and Kansas City Public Schools, Missouri; Rock Island-Milan School District #41, Butler School District 53, Hazel Crest School District 1521/2, Glenbrook North and Glenbrook South High Schools and Township School District 113, Illinois in their educational leadership searches.

We have assisted the Michigan Department of Education, Alabama Department of Education, Hawaii Department of Education, Colorado Department of Education, Ohio Department of Education, Florida Department of Education, Rhode Island Department of Education, West Virginia Department of Education and Wyoming Department of Education with their State Superintendent searches.

We are currently assisting Minneapolis Public Schools, Minnesota and will soon be assisting Marion County Public Schools, Florida and others across the nation.

We are a national search firm that is uniquely equipped to assist you in the selection of a Superintendent who meets your particular needs and qualifications. We will not only advertise, but also actively recruit potential candidates that will meet the criteria established by your Board, including women and minorities. Most other search firms do not seek out candidates for a position as we do for our clients. With our extensive regional and national associate base, Ray and Associates, Inc. will be able to recruit quality candidates from around the country, as well as within the state. We have often found excellent in-state candidates who would not otherwise have applied for the position due to a possible conflict of interest with a state or local firm. Our professional, objective procedures allow us to attract, process and screen the most successful candidates for a Superintendent position. You will also find our system is flexible, which allows us to customize the search to meet the desires of the Board.

Our firm has exhibited at the National School Boards Association (NSBA), National Association of Secondary School Principals (NASSP), the American Association of School Administrators (AASA), the

Association of Latino Administrators and Superintendents (ALAS) and the National Alliance of Black School Educators (NABSE), as well as other professional organizations, for over forty (40) years. This year the firm exhibited and presented at numerous state school board associations. Exhibiting and presenting at these state and national organizations allows the firm to meet and recruit outstanding administrators for our clients.

It is our goal to make the selection process professional, efficient and successful to assure your complete satisfaction with our services. It is quite common for a Board to be concerned about the quality of candidates who might be available in today's job market. Outstanding administrators will need to be recruited regardless of the time of year or the position needing to be filled because many of these school leaders already have good jobs. We feel that our firm can be very successful in attracting candidates that will meet or exceed your expectations. With a consulting firm of over one hundred sixty (160) associates located nationwide, Ray and Associates, Inc. has been able to develop the most comprehensive pool of candidates of any executive search firm in the country. Our reputation for success is built upon providing school districts precisely the type of candidate that satisfies not only the Board but the community and faculty as well.

Ray and Associates, Inc. strives to provide the District with the best match possible based on what we learn in our extensive interaction with the Board and key players in the search. It is our desire to activate our network on your behalf to locate individuals that can effectively assume the top executive post in your District.

We welcome the opportunity to make a presentation of our services at your convenience. If you have any further questions or comments regarding the enclosed information, please do not hesitate to contact our Cedar Rapids office at 319-393-3115.

Sincerely,

Ryan Mukay President

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#### INTRODUCTION

#### **THE SEARCH**

This Proposal is an example of the quality of our work for a state, regional and national search. Our firm is committed to spending the time and energy on the details necessary to perform a proper search. We actively seek out and screen all candidates who are recruited during the search to identify those who are superior and who meet or exceed the qualifications set by the Board.



Ray and Associates, Inc.

#### **BRIEF OVERVIEW**

This document is designed to demonstrate that we desire to provide you with a complete, detailed package customized to the School District of Indian River County in a performance contract regarding our professional services for your Superintendent search.

Our Proposal consists of our consultant services, general provisions, confidentiality, satisfaction guarantee and consultant cost.

#### **PERFORMANCE**

We have developed highly effective procedures to assist schools, step by step, in selecting a Superintendent whose qualifications meet its criteria. This Proposal outlines the detailed procedures and steps that make our searches successful. We have been highly successful in delivering outstanding candidates in all of our searches.

#### MISSION STATEMENT

Ray and Associates, Inc. Leaders in Executive Searches

We will provide our clients with the highest quality services to assist them in hiring leaders who will meet District specific needs and positively impact the education of all students.

Action B.1- 07/23/2019

# HISTORY AND OVERVIEW OF THE ORGANIZATION

# **PROFILE OF THE FIRM**

Ray and Associates, Inc. is a professional organization that specializes in school executive leadership searches. The firm has been in the school executive search business since 1975 and has established an outstanding reputation. The firm has been recognized by The School Administrator journal as one of the top search firms in the country. Our professional consultants, including women and minorities, are persons with long-term experience in the school executive search field, with extensive backgrounds as school administrators, business executives, school board members, university professors and attorneys. All of the consultants within the firm have years of experience in the school executive search field.

Ray and Associates, Inc. is an independent and objective firm that does not accept placement fees from any candidate. We have designed a highly effective procedure that allows us to impartially assist schools in selecting the best individual for their particular needs.

In addition to our corporate office located in Cedar Rapids, Iowa, we have a National Executive Director, eight (8) Regional Search Directors and over one hundred sixty (160) Associates located throughout the country. Therefore, distance is not a factor to our firm when meeting with our clients.

The corporate office also maintains a full-time administrative staff to assist in the executive search business.

Our firm has exhibited at the National School Boards Association (NSBA), National Association of Secondary School Principals (NASSP), the American Association of School Administrators (AASA), the Association of Latino Administrators and Superintendents (ALAS) and the National Alliance of Black School Educators (NABSE), as well as other professional organizations, for over forty (40) years. This year the firm exhibited and presented at numerous state school board associations. Exhibiting and presenting at these state and national organizations allows the firm to meet and recruit outstanding administrators for our clients. We also have associates who are affiliated with the Council of Great City Schools, Urban Superintendents Association of America, the Association of Latino Administrators and Superintendents (ALAS), National Alliance of Black School Educators (NABSE), as well as other professional organizations.

Exhibiting at state and national conventions allows the firm to meet and recruit outstanding administrators for our client districts. As a result, Ray and Associates has access to the most comprehensive pool of candidates of any executive search firm in the country.

It is only a matter of reality that outstanding administrators already have good jobs and need to be recruited. We are familiar with Florida as we were recently selected to conduct the Superintendent search for Marion County Public Schools and previously conducted Superintendent searches for Lake County Schools, the School District of Palm Beach County, Florida State University Schools, Brevard Public Schools, Broward County Schools and Collier County Public Schools, Florida. In the Southern region we have assisted Tangipahoa Parish School System and Monroe City Schools, Louisiana; Columbus Municipal School District, Jackson Public Schools and Hattiesburg Public Schools, Mississippi; Pulaski County Special School District, Fort Smith Public Schools, Rogers Public Schools, Cotter Public Schools, Mountain Home Public Schools and Fayetteville Public Schools, Arkansas; Fairfield City Schools and Tuscaloosa City Schools, Alabama; Savannah-Chatham County Public Schools and DeKalb County School District, Georgia; Williamsburg-James City County Public Schools, Norfolk Public Schools, Montgomery County Public Schools, Mecklenburg County Schools, Bedford County Schools, Newport News Public Schools, Hampton City Schools, and Prince William County Public Schools, Virginia; Waxahachie ISD, Austin ISD, Plano ISD, Lewisville ISD, Fort Worth ISD, Killeen ISD and Socorro ISD, Texas; Maury County Public Schools, Knox County Schools, Oak Ridge Schools, Sumner County Schools and Memphis City Schools, Tennessee; Beaufort County School District, Jasper County School District and Richland County School District One, South Carolina with their educational leadership searches. Our network and recruiting efforts are second to none. We bring a wealth of experience and knowledge to your District focused upon our goal to make the selection process professional, efficient and successful so we can state, without reservation, that you will be quite pleased with our services.



#### THE TEAM

Ray and Associates, Inc. is a professional organization which specializes in the field of educational leadership searches. We are uniquely equipped to assist you in the selection of a Superintendent who meets the particular needs and qualifications of the School District of Indian River County. We have:

- 1. Highly trained and experienced staff that includes:
  - Active school administrative leaders
  - A balance of gender and minority representatives
- 2. Expertise and extensive background in:
  - The school superintendency
  - School administration at all levels
  - Private business, higher education and law
- 3. Experienced speakers at state, regional and national conferences.
- 4. Conducted workshops and seminars in school related matters such as:
  - Building the successful Board/Administrator relationship
  - Establishing an evaluation process that yields results
  - Interviewing for a Superintendent position
  - What Boards should consider when selecting a Superintendent
  - School district assessment
  - Effective hiring practices
  - Staff and organizational development
  - Recruiting, selecting and retaining excellent teachers
  - Enhancing school climate by shared decision making/dealing with special interest groups
  - Developing the compensation package or contract

#### II.

# **KEY ASSOCIATES FOR THE PROJECT**

The following principal/project coordinators will be actively involved in working with the school district. The associates listed below will be assisting in recruitment, screening and background checks. The firm chooses various associates across the country to be sure that every region will be covered to recruit the best candidates for the School District of Indian River County. In addition, we have professional contacts throughout Florida, the southern region and nationally. The following is only a partial list of associates who will be involved in the recruitment and screening of candidates. The firm will actually involve many more associates for the project.

#### Mr. Ryan M. Ray, President

President/Cedar Rapids, IA

Ryan is President of Ray and Associates, Inc. He supervises and oversees all searches conducted by the firm and will directly interact with the School District of Indian River County and any committee that may be established on all details of this search. He has an earned Master's degree from Lindenwood University in St. Louis and a Bachelor's degree from the University of Missouri in Columbia, Missouri.

#### Ms. Amy Jones Kneessy

Regional Search Associate/Indian Harbour Beach, FL

Amy serves our firm as a Regional Search Associate, team member and background investigator and as such performs the recruiting and screening of candidates. Ms. Jones Kneessy earned a Bachelor's degree in Mathematics Education from Indiana State University and a Master's degree in School Counseling from Butler University. She has over 25 years in the education field having been a Teacher, Guidance Counselor, Director of Student Services, Director of Special Education Principal and School Board member.

#### Mr. Al Johnson

Regional Search Director/Sandy Springs, GA

Al serves our firm as a Regional Search Director and will monitor and direct search team efforts as well as recruit and screen candidates. Al received his Bachelor's degree in Psychology from North Carolina Central University and his Master's in Business Administration from the Fordham University Graduate School of Business. He was in the field of education and corporate business for well over 30 years having worked in Human Resources at Hampton City Schools, Charlotte Mecklenburg Schools, Blue Cross-Blue Shield of Maryland and Bristol Myers Squibb.

#### Ms. Sandra Gero

Regional Search Associate/Rock Hill, SC

Sandi serves our firm as a Regional Search Associate, team member and background investigator and as such performs the recruiting and screening of candidates. She earned her Bachelor's degree in Elementary Education and Remedial Reading from the University of Northern Iowa and earned her Master's degree in Educational Leadership from Florida Atlantic University. With over 30 years of experience in the education field she served as a Teacher, Assistant Principal, Instructional Support Team Member/Area Coordinator, Principal, Director of Employee Relations, Chief of Human Resources and Manager of Employee Relations.

# Ryan M. Ray

#### 6920 Pershing Avenue, St. Louis, MO 63130

Tel: 314-495-8114 ryan@rayassoc.com

#### **EDUCATION**

Master's Degree in Human Resources Management with emphasis in Business Lindenwood University, Saint Charles, Missouri

2005

Bachelor's Degree in Business and Communications University of Missouri at Columbia, Columbia, Missouri 2001

#### **EXPERIENCE**

#### President, Ray & Associates Inc., Cedar Rapids, Iowa

#### 2005-Present

- Integral leader of teams whose mission is to recruit superintendents and top executive administrative positions for school boards across the United States
- Leader of website production and all media related projects for Ray and Associates including a new website launched in the fall of 2015
- Direct engagement teams, and supervise up to twenty-three search associates per engagement
- Prepare confidential materials of search candidates to present to boards of education
- Train and mentor 170 associates in recruitment of candidates and policies
- Work with diverse social /economic backgrounds within school districts and boards of education
- Develop company brochures for promotion as well as for schools seeking superintendent hires
- Participation as an exhibitor and presenter in national conventions, (AASA-American Association of School Administrators, NSBA-National School Boards Association)

#### **KEY ACCOMPLISHMENTS**

- Representation at mediation, fact-finding and impasse arbitration
- Team successfully placed 7 superintendents in recent years, for urban districts having large budgets
- List of recent placements:
  - -Superintendent, DeKalb County School System, GA

District Budget: \$1.45 Billion

-Superintendent, Brevard County Public Schools, FL.

District Budget: \$910.75 Million

-Chief Executive Officer, Prince George's County Public Schools, MD

District Budget: \$1,376,818,700

-Superintendent/CEO, Charlotte Mecklenburg Schools, NC

District Budget: \$1.2 Billion

-Chief Financial Officer, Pittsburgh Public School District, PA

District Budget: \$531.4 Million

-Superintendent, Ladue School District, MO

District Budget: \$43.5 Million

-Superintendent, Lee's Summit R-7 School District, MO

District Budget: \$181 Million

#### Human Resources Manager of Three Stores, Target Corporation, St. Louis, Missouri 2002-2005

- · Attended Target Business School
- · Oversaw opening, remodeling and closing of three stores
- · Responsible for over 100 employees

#### Human Resources Associate, Ray and Associates, Cedar Rapids, Iowa

1997-2001

- Telephonic interviewing of potential candidates for Superintendent/C.E.O. positions
- · Recruited potential candidates nationally
- Referral follow-up and interviews
- · Attended national conventions

#### Recruiter (Internship), McLeod USA, Cedar Rapids, Iowa

1998

- · Scheduled and conducted interviews
- Hired employees in Sales/ Technology/ Management
- Referral follow-up
- · Planned and scheduled job fairs on college campuses
- · Organized meetings with potential clients

#### **SKILLS**

- Outstanding presenter and trainer
- Computer skills include: MS Windows and Apple Macintosh platforms. Proficient skills in MS Word, MS Excel, Word Perfect, MS Publisher, MS Excel, MS Power Point, People Soft Training, Adobe Acrobat, Adobe Image Maker, Adobe Photoshop, Final Cut Pro, Motion, Logic, Soundtrack Pro, DVD Studio, Shake, Xsan, Keynote, Pages, Garage-band, File-maker, iwork, ilife, Bento.
- Skilled with internet navigation, research, data collection and e-mail applications
- Behavioral Based Interviewing
- · Languages spoken: English first language and advanced knowledge of Spanish, oral and written.

#### **AFFILIATIONS**

- SHRM, Society for Human Resources Management
- American Association of School Administrators
- National School Boards Association
- National Alliance of Black School Educators
- Association of Latino Administrators and Superintendents
- ArtLink Board Member and Technology Advisor, Saint Louis 2007-2010
- University of Missouri Football Team, Player -1998-2001
- Big XII Football Conference University of Missouri, Two Time All Academic Team

## **AMY JONES KNEESSY**

#### **PERMANENT ADDRESS**

1806 Parkside Place Indian Harbour Beach, FL 32937 (321) 779-8198 Home (321) 720-0123 Cell

#### **INDIANA SCHOOL LICENSES**

- Director of Special Education
- Elementary Administration and Supervision
- School Services Personnel: School Counseling
- Special Education (Emotionally Handicapped) Grades 5-12
- Mathematics Education Grades 5-12

#### **EDUCATION**

Indiana University, Bloomington, Indiana Director of Special Education License

Indiana University/Purdue University (IUPUI), Indianapolis, Indiana Elementary Administration and Supervision License

Indiana University/Purdue University (IUPUI), Indianapolis, Indiana **Emotionally Handicapped Teaching Endorsement** 

Butler University, Indianapolis, Indiana Masters Degree in School Counseling

Indiana State University, Terre Haute, Indiana BS Degree in Mathematics Education

Paris High School, Paris, Illinois H.S. Diploma

#### **AMY JONES KNEESSY**

#### **WORK EXPERIENCE**

#### **Brevard County School Board Member**

**Brevard Public Schools** November 2004 until Present

#### Math Instructor

**Brevard Community College** Palm Bay Campus August 2003 until December 2012

#### Academic Advisor

Florida Air Academy August 2002-April 2003

#### Parent Educator

Brevard Community College Lab School Program November 2000-June 2002

#### Director of Special Education

Hamilton Southeastern Schools, Fisher, Indiana August 1999-June 2000

#### Director of Student Services

Westfield Washington Schools, Westfield, Indiana

June 1994 - August 1999

#### **Elementary School Counselor/Administrative Assistant**

Washington Elementary School, Westfield, Indiana May 1993 - June 1994

#### Elementary School Guidance Counselor

Washington and Shamrock Springs elementary schools, Westfield, Indiana August 1991 - May 1993

#### Seventh Grade Math Teacher

Plainfield Community Middle School, Plainfield, Indiana August 1987 - August 1991

Alvin S. Johnson 607 Masons Creek Circle Sandy Springs, GA 30350 770 993-8607(H) 404 921-8119(C) Fax 770 993-8589 ajohnson397@bellsouth.net

#### **BACKGROUND**

An extensive background in all areas of human resources management in corporate, business unit and public-sector settings. Particular expertise in change management, executive development and training, strategic management, executive recruitment and organization development.

## Sandy Springs, GA Board of Appeals (2014- Present)

Sit on a quasi-legal Board charged with hearing zoning variance appeals and administrative decision appeals

# Ray and Associates (2005 – Present) Sandy Springs, GA

Regional Associate for Ray and Associates, an executive search firm that conducts nationwide searches for public school Superintendents and other senior level positions in education.

# Hampton City Schools (2001-2005)

Hampton, VA

# **Duties – Director of Human Resources and Leadership Development**

Specific responsibilities included leadership development, principal recruitment, all employment activities, compensation systems, HRIS, performance management, teacher certification and employee relations.

# <u>Johnson and Oliver (1999 – 2001)</u>

Charlotte, NC

Owner of Johnson and Oliver, a firm specializing in recruiting teachers for public schools and independent schools.

# <u>Charlotte Mecklenburg Schools (1994 – 1999)</u>

Charlotte, NC

# **Duties – Assistant Superintendent – Human Resources**

Specific responsibilities included leadership development, principal recruitment, all employment activities, compensation systems, HRIS, performance management, teacher certification and employee relations.

#### Blue Cross-Blue Shield of Maryland (1989 - 1994)

**Owings Mills, MD** 

**Duties – Director – Human Resources (BCBS); Vice President – Human Resources (CFSHS)** 

Specific responsibilities included human resource policy development, EEO and affirmative action. College recruiting, all staffing and as an internal consultant to the business units on all human resource matters.

# Bristol Myers-Squibb (1968 – 1989)

**New York, NY** 

Serving in a number of positions with increasing responsibilities in all facets of human resources administration, both domestic and international, over a twenty-year span.

## **Allied Stores Corporation**

New York, NY

Entry level human resource responsibilities

# New York Life Insurance Company (1964 - 1967)

**New York, NY** 

Administration of group insurance products.

#### **Education**

Masters in Business Administration 1973 Fordham University Graduate School of Business

Bachelors of Arts - Psychology 1964 North Carolina Central University (Magna cum Laude)

Post Graduate Professional License Supervision and Administration; German; Business Education

Certificate in Theology
Interdenominational Theological Seminary

#### **Affiliations**

Served as Adjunct Professor at the Cornell School of Industrial Relations and the Johns Hopkins University Graduate School of Business.



254 Tradition Way Rock Hill, SC 29732 Phone (561)386-5141 Gerosan13@icloud.com

#### **EDUCATION**

FLORIDA ATLANTIC UNIVERSITY

M.S. Educational Leadership

Boca Raton, FL 1992

**UNIVERSITY OF NORTHERN IOWA** 

B.A. Elementary Education and Remedial Reading

Cedar Falls, IA 1981

#### PROFESSIONAL EXPERIENCE

**EMPLOYEE RELATIONS DEPARTMENT** *Manager – Charlotte Mecklenburg Schools*June 2017

Charlotte, NC June2016 -

**HUMAN RESOURCES** 

Chief

West Palm Beach, FL May 2012 – May 2016

Supervises all aspects of Human Resources Department for 11th largest district in the nation including

- Recruitment and Retention
- Compensation and Employee Information Services
- Professional Development
- Professional Standards

# EMPLOYEE RELATIONS DEPARTMENT Director

West Palm Beach, FL 2010 – May 2012

Manage and direct day to day activities within the Employee Relations Department

 Supervise investigations for all non-criminal disciplinary cases and provide guidance and recommendations on course of action
 Direct all activities related to Employee Investigations Committee (EIC)

#### **EQUESTRIAN TRAILS ELEMENTARY SCHOOL**

Principal

Wellington, FL 2003 – 2010

- Coordinated successful school improvement efforts to raise student achievement from a "B" rating to an "A" rating. Facilitated use of data analysis, school-wide (1380+ students), to assist in this effort
- Increased overall student achievement by 40 points
- Increased lowest 25% by 16%
- Increased overall Mathematics gains by 18%-#1 in the district for mathematics gains

#### **BERKSIRE ELEMENTARY SCHOOL**

**Principal** 

West Palm Beach, FL 2000 – 2003

Title I School, ESE Cluster site

 Implemented successful school improvement efforts to increase student achievement from a "C" rating to an "A" rating

#### **AREA 2 SUPERINTENDENT OFFICE**

Area 2 Instructional Support Team Member/Area Coordinator

Palm Springs, FL 1995 – 2000

 Responsible for a variety of tasks including training for curriculum and support, as it related to school improvement efforts. Provided assistance for teachers with performance deficiencies, as well as other concerns arising from designated school centers

#### **WEST GATE ELEMENTARY SCHOOL**

West Palm Beach, FL

**Assistant Principal** 

1993 - 1995

■ Title I School, ESE Contact for 12 Units

**BERKSHIRE ELEMENTARY** 

West Palm Beach, FL

Second Grade Teacher

1984 - 1993

PAHOKEE ELEMENTARY

Pahokee, FL

Second Grade Teacher

1982 - 1984

**ROSENWALD ELEMENTARY** 

South Bay, FL

Second Grade Teacher

1981 - 1982

#### PROFESSIONAL DEVELOPMENT

- Harvard School Leadership Strategy In Action
- National Certification Principal Mentor
- Flippen Leadership Series, Parts I & II
- Classroom Walk Through Training
- Facilitative Leadership Training
- F.P.M.S. Certified Observer
- Targeted Selection
- Interaction Management
- Conflict Resolution/Peer Mediation Training
- Peer Coaching
- Professional Crisis Management Certified Practitioner
- APMS (Administrative Performance Measurement System)
- CTAS (Classroom Teacher Assessment System)
- Disney Marketing Seminar for Educators (Marketing the good news)

#### REFERENCES

Professional and Personal References available upon request

# SUMMARY OF PROJECT ASSOCIATES

**Dr. Roy Brooks Little Rock, AR** 

Mr. Rick Mills Chicago, IL

Dr. Jim Hager Renton, WA

Mr. Ricardo Medina Bridgeport, MI

Dr. Mary Fasbender St. Charles, IL

Mr. Don Long Hendersonville, TN

Dr. Paige Fenton-Hughes Douglas, WY

**Dr. Carl Davis Powder Springs, GA** 

Dr. Ann Schultz Westminster, CO

Dr. Bob Mata Cathedral City, CA

Dr. Lane Plugge Council Bluffs, IA

Dr. Richard Christie Council Bluffs, IA Mr. Dale Caldwell New Brunswick, NJ

Dr. Gloria Davis Chicago, IL

Dr. James Davis Plano, TX

Dr. Brenda Dietrich Topeka, KS

Mr. Dale Monroe Marion, IA

Dr. Tony Apostle Fox Island, WA

Mr. Robert Alfaro Hutto, TX

Dr. Bob Hammon Sycamore, IL

Dr. Michael Rush Lakewood, NJ

Dr. Tom Williams Scottsdale, AZ

Ms. Linda Brock Packwood, IA

Dr. Karen Stinson Platteville, WI

Other associates throughout the country will be actively recruiting, screening, and investigating finalist candidates.

# CONSULTANT SERVICES PROVIDED FOR SCHOOL DISTRICT OF INDIAN RIVER COUNTY

#### THE CONSULTANT WILL:

#### STAGE 1 - BOARD INPUT AND PREPARATION

- 1. Customize the search process to meet the needs and expectations of School District of Indian River County.
- 2. Conduct individual Board member interviews to assess the Board's priorities, goals and objectives to aid in the development of the criteria and qualifications for the Superintendent position.
- 3. Work with the Board to establish a timeline that lists each step in the search process.
- 4. Discuss with the Board the requirements and salary range for the Superintendent position.
- 5. Work with School District of Indian River County staff and those selected by the Board in the development of an accurate informational flyer and online application form. If desired, our office staff has the experience and capability to create the District's promotional flyer.

#### STAGE 2 - PROFILE DEVELOPMENT AND PROCESS

- 6. If desired, provide a proven consensus building mechanism for obtaining input from various constituencies, staff members, other stakeholders and the Board. In addition, our firm has the resources to offer an online survey option in many languages at no additional fee. We will provide a link to the survey to post on the District's website. The consultants will receive and organize all input data and then report the results to the Board.
- 7. Provide the Board with cost saving options to minimize expenses by utilizing Skype, conference calls or gotomeetings to reduce paper copies, travel expenses and shipping costs.
- 8. Develop all required forms for the application and screening process.

#### STAGE 3 - RECRUITING AND SCREENING

- 9. Conduct all aspects of the recruitment process on a statewide, regional and national basis as follows:
  - Notify all associates to actively recruit potential candidates.
  - Contact individuals in our firm's database whose interests match District criteria.
  - Actively recruit applications from qualified individuals.
  - Solicit nominations from knowledgeable people in the profession.
  - Contact other professional consultants in private and public sectors.
  - Discuss with all candidates the District's characteristics and the School Board's profile and criteria for the new Superintendent position.
  - Advertise nationally in the following as selected by the Board: AASA Website, Education Week Newspaper and Website, Ray and Associates Website, the Florida Administrators and Florida Association of School Boards Publications, The School Administrator Publication, Executives Only Website, the Association of Latino Administrators and Superintendents (ALAS), National Alliance of Black School Educators (NABSE) and other publications selected by the Board.

#### STAGE 3 - RECRUITING AND SCREENING - CONTINUED

- 10. Develop and manage the candidate screening process. All applicants are screened from the perspective of a viable match with District criteria to determine their capabilities, strengths and weaknesses. The search team thoroughly reviews each file and seeks alignment of qualifications with District expectations. Those who emerge successfully from this screening are deemed viable candidates.
- 11. Check references provided and conduct additional background investigation of top candidates. Our firm interviews each viable candidate that meets Board criteria and verifies their qualifications and experience. Our background research team then conducts extensive investigations on those individuals. The investigations go well beyond listed references and their current position. A complete check of a candidate's work history is also completed utilizing online resources such as Google, Yahoo, Facebook, Twitter and other social media sources as well as checking for blogs.

#### STAGE 4 - CANDIDATE PRESENTATION

- 12. Provide an impartial and objective consensus building matrix instrument developed by Ray and Associates to assist the Board in determining the finalists for an interview. We have been extremely effective working with Boards who are divided on issues and candidates.
- 13. Assist the Board in establishing the interview format and in developing interview questions.
- 14. Determine and coordinate constituent and staff involvement in the interview process, if desired by the Board.
- 15. Help arrange the details of interviews for leading candidates.
- 16. Provide the Board with criminal, civil litigation, social security, motor vehicle record checks and verification of educational degrees for the top (2-3) candidates at no additional fee.
- 17. Coordinate with the School District of Indian River County Business Office the procedure for reimbursement of candidate's expenses.

#### STAGE 5 - SELECTION OF FINALIST AND FUTURE PLANNING

- 18. Assist District legal staff in negotiating the contract with the successful candidate at no additional cost to the District.
- 19. After the appointment, dispose of the files and send appropriate communications to the candidates not interviewed by the Board.
- 20. If desired, assist the District in preparing a press release, upon request, announcing the appointment of the new Superintendent.
- 21. Provide the Board with a report of the Board Self-Assessment Survey Results at no additional cost.

The Superintendent search services and process provided above can be adjusted to meet the specific needs of the School District of Indian River County.

# WORKING WITH BOARD THROUGH EACH STAGE OF SEARCH

**Stage One** is Board Input and Preparation. The firm will meet with each Board member individually to obtain input for the profile development and meet with the entire Board to set the timeline for the search, finalize procedures and services desired by the Board, establish the Board contact person(s), discuss the application process, set the advertising and determine the salary.

**Stage Two** is the Profile Development and Process. Our firm takes the development of the profile very seriously. We will meet with employees and stakeholders as identified by the Board. We also will hold morning and evening open forums to collect input from the community. The purpose of the interviews and meetings are to gather and organize information that will contribute to the development of an accurate profile for the position. The Board will have the opportunity to review our recommendations and make the final decision on the desired profile.

**Stage Three** of the process is Recruiting and Screening. The firm's dialogue with constituents and interviews with individual Board members, coupled with survey results, provide our firm with an accurate profile that is employed in the recruiting and screening of applicants.

**Stage Four** is Candidate Presentation. Ray and Associates will bring before the Board 8-12 top candidates for their consideration. Board members will have the opportunity to review the application packet submitted by each top candidate. This will allow Board members to get a better perspective of each candidate in order to determine which candidates to interview. In addition to the top candidate packets provided to the Board, we will have available to the Board each and every completed file for their perusal if they so choose.

Upon the completion of the review, Board members will be asked to individually complete a matrix which allows them to assess each top candidate against the others. The Ray and Associates representative will then provide the Board with a summary of the individual Board responses. This summary assists the Board members in reaching consensus on which candidates are worthy of an interview. Following these steps ensures that all Board members have an equal opportunity to be involved in the selection process. Ray and Associates will assist the Board in establishing the interview format and in developing interview questions.

**Stage Five** is the Selection of the Finalist and Future Planning. At the conclusion of the last interview, the representative from Ray and Associates will once again be onsite to lead the Board through a similar consensus building activity which has proven to be very successful in assisting Board members to reach a final determination of their finalist(s). It is also requested by some of our client school boards that the top two (sometimes three) finalists are brought back to the District for an open forum with the public. We provide a proven process for this as well that includes a moderator. Questions from the audience are submitted in writing to ensure that the candidates are only asked about legitimate issues related to the position.

We believe strongly that this process allows the final selection of candidates to be in the control of the Board. When Boards are provided with a limited number of candidates from whom to consider, the Board has only limited involvement in the search process. Through the outstanding discussions fostered by the consensus building instrument provided by Ray and Associates, Board members have overwhelmingly been appreciative of their strong involvement.

## **BUILDING THE PROFILE**

Ray and Associates, Inc. firmly believes in parent, staff and community participation, especially in the development of an accurate profile for the position. Our firm takes developing the profile very seriously as the profile is the focal point of our recruitment efforts. We are eager to interview each Board member individually and visit with stakeholder groups who attend scheduled meetings. We will meet with any employees and other stakeholders as identified by the Board. Our firm also offers the opportunity for the community, staff and parents to participate in morning and evening forums that are organized to solicit input via the survey process and create dialogue by asking a series of questions related to the desired characteristics of the new Superintendent. The purpose of these meetings will be to educate them about the process as well as to gather and organize information that will contribute to the development of an accurate profile for the position.

In addition, for those stakeholders unable to attend scheduled meetings, our firm offers an online profile survey option with space for written comments/recommendations which is available in various languages at no additional fee. We will provide you with a link to place on the District website. Our office will maintain, collect and analyze all information received and include this in the report to the Board.

Our process consists of Q and A sessions and the administration of our own 33 Desirable Characteristics Survey. This is culminated in an open meeting report to the Board of our findings and recommendations. We will present a tabulated and analyzed graphic report in which Board members' and stakeholders' survey responses are reviewed looking for those characteristics chosen most in common by the various groups and indicate those recommended or those thought to be worthy of consideration. On some occasions, two of the items may be combined when they are closely related in context. Those items that seem to be important to some groups but not to others may be used in the recruitment of candidates and as questions during the interview process by the Board. At the encouragement of the consultants, many survey respondents will provide additional comments to the Board which are presented as a part of this report. Our dialogue with constituents and interviews with individual Board members, coupled with survey results, provide our firm with an accurate profile that is employed in the recruiting and careful screening of applicants. The characteristics most commonly selected will be used later in promotional materials.

# **INTERVIEW PROCESS – COMMUNITY INPUT**

Boards that have chosen the option to involve the public and employees during the interview phase of the search have found that we have been very effective in organizing this part of the process. Serious candidates who submit to being interviewed by personnel other than the Board itself are prepared for this by our consultants. Participants in these groups are requested to complete a "Candidate Impressions" form that is duplicated for each Board member's review and are requested not to rank the candidates.

It is also requested by some of our client school Boards that the top two (sometimes three) finalists are brought back to the District for an open forum with the public. We provide a proven process for this as well that includes a moderator. Questions from the audience are submitted in writing to ensure that the candidates are only asked about legitimate issues related to the position.

### RECRUITMENT

Ray and Associates, Inc. maintains a working relationship with key individuals at the college and university level along with other national public and private organizations for the purpose of recruiting outstanding candidates. However, we are not directly connected with any college, university or any other organization. This allows our firm to be extremely objective in the search process. We stay abreast of the performance of outstanding school administrators throughout the country, which has contributed to our high success rate.

Our firm maintains a very large pre-screened database of top candidates who are interested in new and challenging positions. The strengths and administrative skills of these potential candidates have been analyzed by the firm. However, it is important for our clients to know we are not a placement service that owes any favors to prospective candidates. Our professional objective is to aggressively recruit and advertise for the best candidate who meets the qualifications and characteristics of a Superintendent as set forth by the Board. Our recruitment process is very comprehensive, highlighted by the following steps:

- Largest recruiting network in the country
- Inform the firm's 160 associates of the position and seek recommendations
- Advertise in local, regional and national venues known for high readership by school leaders
- Consult our extensive database for precise matches between District and candidate profiles
- Aggressively recruit successful school leaders who are not currently seeking a new position to invite them to consider the School District of Indian River County position
- Contact other organizations at state, regional and national levels regarding the position
- Proactively seek out potential candidates at state and national conventions



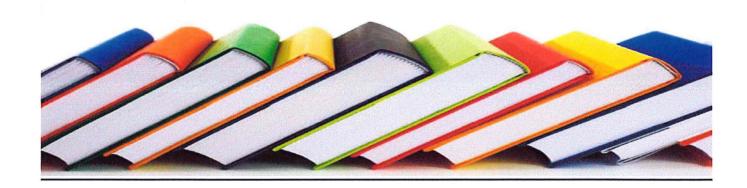
# SCREENING, REFERENCE CHECKS, INTERVIEWS AND FINAL SELECTION

Once recruited, all applicants are screened from the perspective of a viable match with Board criteria to determine their capabilities, strengths and weaknesses. The search team thoroughly reviews each file and seeks alignment of qualifications with Board expectations. Those who emerge successfully from this screening are termed viable candidates, and our background research team then conducts extensive background investigations and internet checks on those individuals. The investigations go well beyond listed references and their current position to include contacts with state associations and national leadership organizations such as American Association of School Administrators (AASA), Association of Latino Administrators and Superintendents (ALAS) and National Association of Black School Educators (NABSE). Our firm also checks current and past relationships with administrators and verifies candidate's education and work history utilizing multiple internet sites and social media feeds. We not only vet candidates extensively in their professional career, but it is also important for us to be familiar with their personal life as that can have an impact in their profession. The candidates who meet the qualifications selected by the Board become top candidates.

As part of the candidate presentation to the Board, Ray and Associates will bring before the Board 8-12 top candidates for the Board's consideration. The Board will also have a chance to review the application packet submitted by each top candidate.

Upon the completion of the review, Board members will be asked to individually complete a matrix which allows them to assess each top candidate against the others. The Ray and Associates representative will then provide the Board with a summary of the individual Board responses. This summary assists the Board members in reaching consensus on which candidates are worthy of an interview. Following these steps ensures that all Board members have an equal opportunity to be involved in the selection process.

Ray and Associates will conduct criminal, civil litigation, social security, motor vehicle record checks and verification of educational degrees on the top 2-3 candidate(s) through an outside service at no additional cost.



# MONITORING THE SEARCH PROCESS - CLIENT CHECKPOINTS

The Board's role is the most important one in the search process. Although we assist you in the process by actively recruiting, identifying and recommending qualified candidates, you alone will determine which candidate you will hire.

Our search process is set up in a manner that provides the Board with a continuous monitoring capability which features clearly defined checkpoints:



These check points assure that you know the progress of the search and have the information to be fully informed and in control of the search.

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY SUPERINTENDENT SEARCH SUGGESTED PROCESS AND TIMELINE

Items highlighted in yellow indicate an in-person meeting with the consultant(s)

out &	Consultant planning meeting with the Board and individual Board member interviews. ( <i>Time: TBD</i> ) (option to conduct via Skype, conference call or gotomeetings.com)
Stage 1 Board Input 8 Preparation	Begin preparing information for the District promotional flyer and online application form with the District liaison representative(s).
	Notify all associates and other professional contacts of vacancy.
	Contact constituents and stakeholders for input meetings on
nent	Online survey link, for input on developing the profile, available on District website from to
lopm	Meetings with constituent and stakeholder group representatives.
Stage 2 Profile Development & Process	8 a.m. deadline for survey/input from constituents, stakeholders and Board members, including online survey.
	Promotional flyer draft due.
<u> </u>	Board to finalize Superintendent profile for the promotional flyer and online application form. ( <i>Time: TBD</i> ) (option to conduct via Skype, conference call or gotomeetings.com)
Stage 3 ecruiting Screening	Print promotional flyer. Forward to consultant.
Stage 3 Recruiting	E-mail promotional flyer and online application instructions to interested candidates.
w % %	Deadline for all application materials. (*See note below.)
Stage 4 Candidate Presentation	Consultant develops and finalizes interview questions and procedures with the Board. Top candidates are presented to the Board and consultant assists the Board in selecting finalists for the interviews. If desired by the Board, consultant will meet with constituents and staff interview group(s) to discuss their roles. (Time: TBD)
Stage Candida Presenta	Interview candidates (1 <sup>st</sup> round).
Index 10	

Final meeting with consultant following the last interview. (Time: TBD) (option to conduct via Skype, conference call or gotomeetings.com)

Consultant will discuss contract terms with the finalist.

Interview finalist candidates (2<sup>nd</sup> round). (Optional)

Offer the contract.

Stage 5 Selection of Finalist

Future Planning

DATE

Press release of new Superintendent.

Board Self-Assessment Survey Results presented to the Board.

Meeting with consultant following the last interview. (Time: TBD)

\*All applications will be reviewed. Materials received after the closing date may be given full consideration depending upon the number of applications received and other factors.

(Actual dates to be determined in the first meeting with the Board.)

# **REFERENCES**

We have chosen several clients from our past and recent search list to demonstrate that we have been successful in various geographic locations.

SCHOOL DISTRICT	LOCATION	CONTACT PERSON	TITLE OF CONTACT	PHONE NUMBERS/ E-MAIL
Everett Public Schools	Everett, WA	Caroline Mason	Board Member	Cell: 425-238-7308 caroline.mason@everettsd.org
Westside Community Schools	Omaha, NE	Adam Yale	Board Member	Cell: 402-672-2294 yale.adam@westside66.net
Woodland Hills School District	North Braddock, PA	Jamie Glasser	Board President	Cell: 412-874-0161 glasja@whsd.net
Tangipahoa Parish School System	Amite, LA	Therese Domiano	Former Board President	Cell: 985-974-2955
Lawrence Public Schools	Lawrence, KS	Shannon Kimball	Former Board President	Cell: 785-840-7722 skimball@usd497.org
Pittsburg Community Schools USD 250	Pittsburg, KS	Marlene Willis	Former Board President	Cell: 602-404-8835 mwillis@usd250.org
Savannah-Chatham County Public Schools	Savannah, GA	Mary Davis- Brown	Board Secretary	Work: 912-395-1014 Mary.Davis-Brown@sccpss.com
Gresham Barlow School District	Gresham, OR	John Hartsock	Board Member	Cell: 503-780-4806 hartsock7@gresham.k12.or.us
Mercer Island School District	Mercer Island, WA	David D'Souza	Former Board Chair	Cell: 206-202-0894 david.dsouza@mercerislandschools.or
Durham Public Schools	Durham, NC	Minnie Forte- Brown	Board Member	Cell: 919-452-2177 minnie.forte-brown@dpsnc.net
Roosevelt Elementary School District	Phoenix, AZ	Jeff Gadd	Former Interim Chief Financial Officer	Work: 602-243-4843 jeff.gadd@rsd.k12.az.us
Council Bluffs Community School District	Council Bluffs, IA	Troy Arthur	Board President	Cell: 402-651-0956 Troyarthur4cb@gmail.com
Flagstaff Academy	Longmont, CO	Wayne Granger	Executive Director	Work: 303-651-7900 x 204 wgranger@flagstaffacademy.org
Poway Unified School District	San Diego, CA	Michelle O'Connor- Ratcliff	Former Board President	District: 858-521-2704 moconnorratcliff@powayusd.com
Howard-Winneshiek Community School District	Cresco, IA	Clint Farlinger	Business Manager/Board Secretary	Wk: 563-547-2762 cfarlinger@howard-winn.k12.ia.us
Olathe Public Schools	Olathe, KS	Rick Schier	Former Board President	Home: 913-530-3644 rickschierboe@gmail.com
Joplin Schools	Joplin, MO	Jeff Koch	Former Board President	Work: 417-529-1236 jeffrykoch@hotmail.com

Austin Independent School District	Austin, TX	Vince Torres	Former Board President	Cell: 512-784-0620 Wk: 512-414-2550 trustees@austinisd.org
Fort Worth Independent School District	Fort Worth, TX	Jacinto Ramos Jr.	Former Board President	Work: 817-814-1920 Jacinto.Ramos@fwisd.org
Northshore School District	Bothell, WA	Amy Cast	Former Board President	Cell: 206-601-7909 Sbdistrict5@nsd.org
Des Moines Public Schools	Des Moines, IA	Dick Murphy	Former Board President	Cell: 515-250-5567 Hm: 515-278-6048 rmurphyia@earthlink.net
Maury County Public Schools	Columbia, TN	Jim Morrison	Former Board President	Wk: 615-350-7637 Cell: 931-446-2438 jement@cpws.net
Brevard Public Schools	Viera, FL	Robert Jordan	Former Board Chairman	Cell: 321-698-7110 Work: 321-383-4813 Robert.Jordan@genesisvii.com
Collier County Public Schools	Naples, FL	Allun Hamblett	Former Deputy Chief Administrative Officer	Cell: 239-398-0761 ARHAssociates@comcast.net
Fargo Public Schools	Fargo, ND	Jim Johnson	Former Board President	Cell: 701-200-4794 Work: 701-232-7481 johnsji@fargo.k12.nd.us
Glen Ellyn School District 41	Glen Ellyn, IL	Erica Nelson	Former Board President	Work: 630-452-4349 npdnelson1@gmail.com
Green Bay Area Public Schools	Green Bay, WI	Jean Marsch	Former Board President	Cell: 920 883-9394 Hm: 920 336-6835 jean.marsch@gmail.com
Paradise Valley Unified School District	Phoenix, AZ	Anne Greenberg	Board Member	Cell: 602-751-6642 Hm: 602-493-6642 <u>asgpvusdBoard@cox.net</u>
Manheim Township School District	Lancaster, PA	Hannah Bartges	Former Board President	Hm: 717-569-4484 jonbartges428@comcast.net
Roosevelt Union Free School District	Roosevelt, NY	Dr. Gerald Lauber	Financial Rep to NY State Commissioner	Cell: 516-917-5131 drgerry@me.com
Willingboro Township Public Schools	Willingboro, NJ	Dennis Tunstall	Former Board President	Cell: 609-405-0242l Hm: 609-877-7056 dennis.tunstall@comcast.net Dtunstall@wboe.net
Sumner County Schools	Gallatin, TN	Don Long	Former Board President	Cell: 615-349-6768 Hm: 615-826-6173 donlong.hville@gmail.com
Tacoma Public Schools	Tacoma, WA	Connie Rickman	Former Board President	Cell: 253-279-1509 Hm: 253-756-0108 connie.rickman@nventure.com
Berkeley Unified School District	Berkeley, CA	Karen Hemphill	Former Board President	Phone: 510-502-6137 karenhemphill@comcast.net

This is not a complete list, and more references can be provided upon request.



#### Letter of Recommendation

To: School Districts Seeking Executive Educator Searches

From: Mr. William J. Mathias, Former Board Chairperson, Lake County, Florida Public Schools

Replacing a highly effective retiring superintendent was viewed by our board as the single most important decision we would ever make. We held multiple workshops on what the selection process would look like. Ultimately we decided to utilize a professional recruiting firm. After formally interviewing the final three best proposals the contract for our superintendent search was awarded to Ray and Associates. A major consideration was their experience; Ray and Associates firm has been doing executive educator searches for more than 40 years. They performed in an outstanding professional manner in every phase of the Superintendent search for Lake County.

The following are key deliverables on which they excelled:

- 1) Produced a list of critical qualities needed in the next superintendent and assisted district staff in the production of a high-quality application flier;
- 2) Sent application announcement to numerous publications in the education sector;
- Processed and reviewed 98 completed applications for the position from every state in the country;
- 4) Worked effectively and conscientiously with a 20-member citizen's committee, appointed by the School Board, to provide context and integrity to the selection process;
- 5) Reviewed top-rated candidates with the citizen's committee and the Board;
- Presented the Board with a strong group of finalists from which emerged a consensus candidate that received unanimous support.

I highly recommend Ray and Associates for superintendent searches, or for other senior staff searches that your Board may undertake. Should you need additional information, please do not hesitate to call me, 352-326-3434 ext 28.

Sincerely Yours,

# Bill Mathias

William John Mathias Former Board Chairman, District 1



411 14. Gibson Street \* Waxanachie, 17 15165 \* (512) 525-4651 Filone \* (512) 525-4155 Fax \* www.wisd.or

May 20, 2019

Mr. Ryan Ray Ray & Associates, Inc. 4403 1<sup>st</sup> Ave. SE, Suite 407 Cedar Rapids, Iowa 52402

Dear Mr. Ray,

The Waxahachie ISD Board of Trustees is grateful to your firm for the strong guidance and diligent effort made in working to find a superintendent for our district. Ray & Associates itself as well as your district representatives to us, Dr. Robert Alfaro and Dr. Harold Ramm, all worked carefully with district staff and community members and were invaluable throughout the process.

The most important thing we gained from our relationship with Ray & Associates was an accurate view of what our employees, parents, community, and other stakeholders wanted to see in a superintendent. This enabled us to narrow down the wide field of highly-qualified candidates Ray & Associates found for our district.

The quality of the services provided by Ray & Associates can't be understated, and I would encourage any school district looking for a superintendent to work with the highly-qualified professionals at Ray & Associates. You left no stone unturned in finding the best fit for our district, and we had no request or concern that was not immediately handled by your staff.

On behalf of the Waxahachie ISD Board of Trustees, I sincerely thank you for working with us to find a great superintendent for our district.

Dusty Autrey

Sincere

President, Waxahachie ISD Board of Trustees

Jacinto Ramos, Jr.
President
Board of Education
100 N. University Dr., Ste. 150 Fort Worth, Texas 76107
0FFICE 817.814.1920 FAX 817.814.1925
www.fwisd.org



July 25, 2016

To Whom It May Concern:

During the 2014-2015 school year the Fort Worth Independent School District needed to conduct a search for Superintendent of Schools. As a matter of due diligence we considered a variety of search approaches, firms and service providers. From the search proposal stage through firm selection the professionals from Ray and Associates demonstrated responsiveness to the Board, communication and listening skills.

Once the Board selected Ray and Associates, adequate and highly trained staff were assigned to recruit, screen and present to our members. We found their recruitment efforts yielded strong candidates who fit our stated needs and the needs of our community. Search activities were aided by focus groups, facilitated by Ray and Associates staff. We were extremely comfortable with each step of the process.

During the interview process Ray and Associates provided full background information, guidance on interview questions and consultation on interview processes. While they provided support they also respected our role as a Board in taking the lead in many aspects of the process. Throughout the interview process we functioned in partnership. During deliberations we found the staff from Ray and Associates extremely skilled and helpful in setting up processes and activities to bring us to consensus. We received only positive feedback regarding the courteous manner with which the interviews were conducted. The resulting criteria were an extremely good match for the skills required to lead our District. We were able to meet the mutually agreed timelines for the entire process and were successful in naming a new superintendent by our, self-imposed, deadline.

Overall, we were pleased with the services of Ray and Associates. Stand out services included their engagement process, thorough vetting of candidates, communication with the Board as a whole, and adherence to timelines. It is truly a pleasure to share the positive experiences we have had with Ray and Associates.

I am more than pleased to have worked with Ray and Associates and their team and we are very happy with our Superintendent.

Feel free to contact me if you have questions or concerns.

Sincerely,

**Board President** 

# SEARCH COST – THE COMPLETE PROCESS

The cost of our Proposal is for a complete search. The Board will be guided and assisted by Ray and Associates, Inc. at every step in the search process from the initial phase of determining the desired qualities for the position through the actual hiring of the new Superintendent. Our process is flexible. If the Board desires a different approach or would prefer certain options other than those provided in our Proposal, we can adjust our process to meet your specific requirements.

## **COST BREAKDOWN**

**The Consultant Fee.** The base fee for the performance of the Superintendent search by the consultant as provided in this Proposal will be twenty-two thousand dollars (\$22,000.00). If the Board selects only certain elements offered in this package, or requests services not included in this package, our fees and reimbursed expenses will be adjusted accordingly. The firm will discuss any modifications relating to the search fee regarding our services at the formal presentation. The Superintendent search fee shall be paid in three (3) installments; 1/2 of total fee is due upon signing of the contract; 1/4 of fee is due at the time of the stakeholder meetings; and the final 1/4 of fee is due when the Superintendent is officially hired by the District.

We will provide the Board with criminal, civil litigation, social security, motor vehicle record checks and verification of educational degrees for the top (2-3) candidates at no additional fee.

There is no charge by Ray and Associates for the services to assist the Board in negotiating a contract with the new Superintendent and the development of the contract terms.

**Consultant Reimbursed Expense.** Certain expenses, including travel, lodging, meals, shipping, and other search related expenses will be kept to a minimum and are to be reimbursed by the District. Said expenses will be invoiced as they occur and will include a detailed account listing of such expenses.

Candidate Expenses. If the District determines to reimburse candidates for interview expenses, expenses may include travel, lodging and meals for the candidate and spouse. Candidates are to submit all receipts and expense documentation to a designated individual at the District and said expenses will be paid by the District as they occur.

**Cost Saving Expense Options.** Ray and Associates, Inc. is aware of budget concerns and therefore offers several cost saving options: 1) Conduct 3 meetings with our consultants via Skype, conference call or gotomeetings, which could potentially save thousands of dollars in travel expenses; 2) Utilize our materials electronically (either via e-mail or a flash drive); and 3) Boards may conduct 1<sup>st</sup> round candidate interviews via Skype to reduce candidate travel expenses. Once the Board narrows the candidates down to two or three finalists, the finalists will interview in-person with the Board.

# PERFORMANCE CONTRACT

Ray and Associates, Inc. will provide a written agreement between the Board and the consulting firm which will contain the provisions of this Proposal and any modifications or changes mutually agreed by the parties.

# **ESTIMATED** COST SHEET – PREPARED FOR: SCHOOL DISTRICT OF INDIAN RIVER COUNTY

Ray and Associates, Inc. will spend as much time as needed to conduct a successful search for the School District of Indian River County. Please Note: Our flat fee is inclusive of all services. The only hourly rates that would apply would be for requests above and beyond this Proposal and would be at the following rates:

#### Consultant \$100.00/hr Administrative Asst. \$25.00/hr

#### **Travel**

Flight	1,000.00
Ground transportation (billed at \$0.58 per mile)	
Hotel (if needed for stakeholder meetings)	400.00
Meals	
** Travel Subtotal	2,700.00
**Evnences may be less if district utilizes local consultant or cost saving meetings	

<sup>\*\*</sup>Expenses may be less if district utilizes local consultant or cost saving meetings.

Shipping:	(Federal Express to the District, materials to search coordinator, candidate information after the	
candidates have	been selected from the screening process)	
Ray and Asso	ociates, Inc. Estimated Expense Total:	
Ray and Asso	ociates, Inc. Base Fee22,000.00	

<sup>\*</sup>ESTIMATED SEARCH COST ......\$25,200.00

All expenses are estimates, based on past experiences. The School District of Indian River County will be billed for only the actual expenses incurred.

#### **Board Approved Advertising**

We exhibit advertising as a separate entity because the cost is based on the School District of Indian River County decisions on how extensive the need. Our associates make recommendations and the Board has the final authority on frequency and dollars spent. (Estimated Advertising is \$5,000.00)

Ray and Associates, Inc. does not collect a commission for placing the ads.

<sup>\*</sup>Does not include estimated advertising or candidate expenses for interviews.

<sup>\*\*</sup>The actual number of candidates interviewed is the Board's decision. The estimate per candidate for interview expenses is \$2,000; however, it is dependent on the candidate's geographic location. Candidate travel expense reimbursement is the responsibility of the District.

# **GENERAL PROVISIONS**

# CONFIDENTIALITY

The nature of our work and our ability to carry out our responsibility to you is directly related and dependent upon our present and past experience in providing similar services to others. *The firm will preserve the confidential nature of any information which becomes available to the firm resulting from the services rendered to the Board.* 

As our client, you also need to maintain the confidentiality of information provided by Ray and Associates, Inc.

# **FOLLOW-UP AFTER THE SEARCH:**

# BOARD SELF-ASSESSMENT SURVEY FOCUS ON FUTURE PLANNING

Included in the base fee, the consultants from Ray and Associates, Inc. will spend time with the Board reflecting upon current Board governance procedures. In respect to governance and District initiatives, we have found that there is really no better time than very early in the tenure of a new Superintendent to assess issues and expectations.

ROUND 1: At the conclusion of the search, we will provide the Board with a link to an online survey concerning current District governance practices as well as key District challenges and opportunities for improvement. Assessment results are then analyzed and shared with the Board and the new Superintendent. The results can be emailed, presented in-person or via Skype.

ROUND 2: About six months after the new Superintendent begins, we will provide the survey again to be completed by the current Board and the Superintendent. As in round one, at no cost to the District, the results will be analyzed and shared with the Board and Superintendent to assist with teambuilding every year thereafter as long as that Superintendent is in tenure.

Through the aforementioned process, we are afforded an in-depth view of your school district. As part of our presentation, we will also provide insight and suggestions for organizational improvements. Ray and Associates has developed several training/workshops targeted at increasing organizational performance and efficiency which may be of interest to your school district at this time of significant leadership transition. Our firm belief is the workshops/training can increase the effectiveness of both the Board and Superintendent, enhance their relationship, and provide for an optimum learning environment to improve student achievement.

# SATISFACTION GUARANTEED

We provide a termination provision in our contractual agreement with the School District of Indian River County. If the School District of Indian River County or Ray and Associates, Inc. terminate this agreement, the School District of Indian River County will be charged only for the work performed and expenses incurred up to the date of termination.

If the Board is dissatisfied with the new Superintendent within two years from the date of employment of the Superintendent and if either party dissolves that relationship by resignation or termination within a two-year period of the initial employment, the firm of Ray and Associates, Inc. will conduct a new Superintendent search at no cost to the District, except for expenses.

Furthermore, we do not recruit candidates we have placed for a minimum of 5 years.

# ALL EXECUTIVE SEARCH FIRMS ARE NOT THE SAME!

# Ray and Associates, Inc.

# THE CLEAR DIFFERENCE...

- ✓ We customize every search to meet the specific needs of our clients.
- We have the largest professional recruiting network in the country.
- ✓ We have a highly qualified, full-time staff that is readily accessible to respond to both clients and candidates.
- ✓ We maintain a large, prescreened database of traditional and non-traditional candidates from across the country.
- ✓ We aggressively recruit candidates who closely match the District profile.
- We provide an attractive, user-friendly and informative website that allows candidates to access application materials on-line.
- ✓ We receive more applications than any search firm in the nation.
- ✓ We interview each individual Board member in order for them to provide information and insight into the development of the profile characteristics for the position.
- ✓ We collect and organize community and staff input when desired by the Board and provide a report that is highly useful in establishing the position criteria. In addition, our firm offers an online survey in various languages and will provide a link to the survey to post on the District's website.
- ✓ We offer the option to have our office design and develop the promotional application and flyer for the position.
- ✓ We have the most complete and comprehensive investigative system to assure our clients of candidate quality.
- ✓ We have a unique and successful consensus building process for Boards who may be split on candidates or other issues.
- ✓ We have been highly successful in providing a large diverse pool of candidates in all of our searches.
- ✓ We provide criminal, civil litigation, social security, motor vehicle record checks and verification of educational degrees for the top (2-3) candidates at no additional fee.
- We provide a two-year guarantee clause in our contract with our clients.
- ✓ We do not recruit candidates we have placed for a minimum of 5 years.
- ✓ We provide a service to our clients after the Superintendent is hired to ensure a smooth transition and to establish realistic expectations at the outset.

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# School District of Indian River County SUPERINTENDENT SEARCH PROPOSAL



# ORIGINAL

Presentation 3.2 - 07/23/2019 Action B.2 - 07/23/2019



June 28, 2019

Ms. Laura Zorc, BOE Chairman School District of Indian River County 6500 57<sup>th</sup> Street Vero Beach, FL 32967

Dear Members of the Indian River County Schools Board of Education:

Thank you for the opportunity to present this overview of the services that Hazard, Young, Attea & Associates, (HYA) can provide to the School District of Indian River County in your search for a new Superintendent. Why is HYA exceptional amongst educational search firms? We believe it is due to the following factors:

**NATIONAL REACH – LOCAL KNOWLEDGE:** We have conducted over 1400 searches and are represented by associates across the nation. We have also conducted searches for more than half of the member districts of the Council of Great City Schools and 47 of the 100 largest districts in the country.

**THE BOARD PORTAL:** Communication and organization are critical to successful searches. Our web-based delivery system gives the Board anytime, anywhere access to all documents regarding the search. Whether through a tablet, smart phone, laptop or desktop computer, the Board and the search Associates have confidential access to all information associated with the search in an organized, transparent, and timely manner.

**RESEARCH BASED COMMUNITY ENGAGEMENT:** HYA's community engagement process and online survey employ research-based approaches to identifying the goals, needs, and priorities of the school system along with the desired characteristics of its next leader. The survey was developed based on research on effective leadership.

MORE THAN A BACKGROUND CHECK – EXECUTIVE DUE DILIGENCE: HYA's comprehensive and expanded background checks are completed by independent third-party investigators and include an executive summary allowing for an analysis of findings, not simply dozens of articles and documents for Board members to read.

Additionally, the brochure entitled, HYA Signature Search Process, defines a prototypical search, but please know that HYA customizes each search to the District's and Board's specific needs and wishes.

Sincerely,

Glenn "Max" McGee, Ph.D.

President

Hazard, Young, Attea & Associates

Glinn "Max" M'Su

# I. Firm's Background and History

Established in 1987 our firm has more experience in identifying quality educational executives than any other firm in the industry. During a typical year, the firm conducts 30 – 45 executive searches concurrently. We find that the large quantity of searches the firm and its Associates conducts puts us at a competitive advantage with respect to other search firms, in that our search volume places us in more frequent contact with a larger number of potential candidates, many of whom are not actively seeking employment but are then known to us and can thus be recruited when or if an appropriate position arises. The student enrollment in these districts range from less than 100 students to upwards of 640,000. After more than 1,400 searches in every region of the country, HYA is in possession of a network of unique depth and breadth, and is therefore also in a stronger position to identify individuals who meet the unique and varied needs of the clients we serve. Represented by 100+ associates through the country, each Associate brings extensive executive search experience and comes from a broad range of educational backgrounds. Through continuing involvement in school and university work, HYA Associates are aware of current educational issues and have strong relationships with educational leaders and opinion-makers in administrative leadership and management.

# II. Assigned Staff Qualifications

HYA assigns an individual management team to each executive search that it conducts. Upon the concurrence of the Board, HYA proposes the following search team.

HYA Associate	Cell Phone	Email
Bill Adams	609.471.4046	billadams@hyasearch.com
Monica Browne	201.835.0357	monicabrowne@hyasearch.com

Daneyelle Martell, serves as project manager and can be reached at 847-744-5632 and daneyellemartell@hyasearch.com. Executive oversight for the search is provided by the HYA president, Dr. Max McGee. He can be reached at 224-234-6129 and maxmcgee@hyasearch.com.

# III. Project Approach

Hazard, Young, Attea and Associates, (HYA) Proposes to conduct a national search for talented and highly qualified candidates for the position of Superintendent of Schools for School District

of Indian River County (hereinafter referred to as IRC or the District). This document serves to clearly outline the specific services, deliverables and costs proposed for IRC.

#### **SCOPE OF SERVICES**

Full descriptions of each phase in our search process are available in our *HYA Signature Search Process* brochure. HYA shall provide the following services and deliverables.





- Conduct a Planning Meeting with the Board and provide a summary of said meeting which will detail the timeline and steps of the search process and decisions made by the board;
- Survey community constituents electronically and provide a report of findings;
- Provide for up to four individual consultant days for interviews, focus groups, and/or town hall meetings to gather in-person input from constituent groups as decided by the board; additional days are billed at \$1000/day;
- Present a Leadership Profile Report to the Board, and propose Desired
   Characteristics based on the data from the survey, interviews with district and
   community representatives and other material made available to the associates;





- Prepare and place advertisements as selected and paid for by the Board;
- Recruit and contact candidates utilizing national networks;
- Correspond with candidates regarding the search process, timeline, Leadership Profile Report and Desired Characteristics;
- Interview candidates;
- Conduct reference checks;
- Identify best qualified candidates;
- Prepare application materials of selected slate of candidates for Board consideration;

Select Phase



 Present a slate of candidates, the number of candidates to be determined by the Board with a recommendation from HYA;

- Conduct the Interview Workshop and provide materials and protocol to ensure informative effective Board interviews;
- Schedule interviews for the Board with selected semi-finalists and finalists;
- Facilitate Board discussion to narrow candidate pool after each round of interviews:
- Coordinate and provide third party, independent investigative background check(s) of candidates as selected and paid for by the Board;
- The Board's decision to hire or not hire a particular candidate is at the sole discretion of the Board; and the Board takes responsibility for that decision

#### **Transition Phase**



- Communicate with all unsuccessful candidates at the close of the search and the appointment of the new Superintendent;
- Hold a debriefing meeting with the new Superintendent and Board regarding information learned throughout the search process;
- Offer other transition services to be considered by the Board and if desired, paid for by the Board.

#### **GUARANTEES**

#### **Fixed Price**

Throughout the search process the Associates will be available to counsel with the Board about the search. The consultants will assist the Board until the Board determines it has found the appropriate candidate for the position.

#### Non-Solicitation of Selected Candidate

The Superintendent appointed with HYA's assistance will not be presented to another Board as a candidate if it would result in the Superintendent leaving the District within three (3) years of employment unless the Board provides written authorization to HYA that they may do so.

#### Client-Satisfaction

If the Superintendent departs from the position during the first year under any circumstances or within two (2) years if a majority of the Board is still in place and departure is due to dissatisfaction and not personal or familial reasons, HYA will recruit new candidates for the Board at no additional cost barring travel, advertising and due diligence expenses.

#### Price Match

HYA will agree to match the price of any competitive bid as long as the bid is for a comparable level of services and support (both time and process).

# IV. Project Timeline

Activity	Proposed Dates
Planning meeting with board	8/13/19
Online survey open/close	8/15 -8/30/2019
Advertising	9/16/19
Leadership profile development interviews/focus groups	8/19 – 22/2019
Leadership Profile Report presented to board	9/10/19
Application deadline	12/16/19
Seminar for interviews and final stages of search process	1/14/20
Slate presented to board	1/14/20
Board initial interviews	1/18/20 (Saturday)
Boards meets to identify semi-finalists	1/18/20 (Saturday)
Board interviews with semi-finalists	1/25/20 (Saturday
Third-party background checks	2/7/20
Board site visit	Optional
Announcement of appointment	2/25/20
Superintendent assumes responsibility	7/1/20
Retreat with new superintendent (optional)	To be determined after appointment of new Superintendent

- The above is presented assuming an appointment is made on 7/23/19
- The calendar will be adjusted to meet Board member schedules and availability. The calendar can also be modified and accelerated for a successor start date of 1/1/2020.

#### V. References

HYA's reputation for effectiveness and integrity is extremely important. The following references were chosen because the board worked with the HYA Associates being proposed for the search or because the district is of similar size and demographic profile to IRC. In addition to the references listed below, an extensive list of national searches our firm has completed since 2013 is attached.

District Name	Reference	Contact
and State	Name	Information
	Dr Christina Gwozdz	Christina Gwozdz@beaufort.k12.sc.us
Beaufort County SD (SC)	Robyn Cushingberry	843-322-2357
Blue Valley SD 229 (KS)	Mike Seitz	913.226.7765
Duval County PSD (FL)	Paula Wright	904.390.2374
Midland ISD (TX)	Rick Davis	432.683.6686
Newark PS (NJ)	Josephine Garcia	j4garcia@nps.k12.nj.us
Providence PSD (RI)	Nicholas Hemond	401.453.8600
	Dawn Pope	804.402.5000
Richmond City SD (VA)	Thomas Farrell	804.513.0523
Stafford County PS (VA)	DeWayne McOsker	540.751.8809

## VI. Price Proposal

In consideration for Services, the District will pay to Hazard, Young, Attea and Associates:

- A. Consulting Fee for the search in the amount of \$23,500. This fee is due in three installments:
  - 50% will be invoiced upon execution of the contract/agreement
  - 25% will be invoiced upon presentation of the Leadership Profile Report
  - 25% will be invoiced upon presentation of the slate

- B. Associate Expenses for travel will be reimbursed by the Board. Mileage reimbursement is based on current IRS guidelines.
- C. If the Board chooses to reimburse candidates for travel for interviews, HYA will coordinate the reimbursement.
- D. Based on past experience, HYA has designed advertising packages to maximize exposure for the vacancy. The Board will choose the package that best suits their needs. Advertising on the HYA's webpage and social media pages are included in the consulting fee. Optional national advertising packages range from \$488 \$6320. See Appendix A in the HYA Signature Search Process for additional details.
- E. Background checks/Executive Due Diligence Services as selected by the Board. The cost ranges from \$1100 \$1950 per candidate. See Appendix B of the HYA Signature Search Process brochure for investigative procedures and options.
- F. Printing and Postage; HYA is a green corporation whereby all documents related to the search will be provided via a Board portal. If the Board wishes to have hard copies, 3% of the Consulting Fee will be added to the agreement as an additional fee to cover the costs associated with printing, binding and shipping all materials.
- G. The Community and Leadership Profile Survey is offered in English and Spanish. If the district wishes to offer the survey in additional languages, the fee is \$315 per language. Please allow up to two weeks for translation. Custom requests will be quoted based on scope of customization.

#### **Optional Transition Services**

The Transition Phase consists of assisting the Board and new Superintendent to assure a successful transition. HYA associates will meet with the new Superintendent and Board leadership regarding the information learned throughout the search process. HYA offers additional Transition Services, please see appendix C of HYA Signature Search Process brochure for a full description of transition services.

- \$3000 Board Governance Workshop
- \$5000 Board Goal Setting and Superintendent Evaluation
- \$15,000 Comprehensive First Year Support (includes Governance Workshop and Board Goal Setting and Superintendent Evaluation)
- Executive Coaching (quoted based on desired frequency)

Other transition services, such as Strategic Planning, are quoted based on student population:

- Strategic Planning
- Board Governance Dashboard
- Program Evaluation

#### WILLIAM H. ADAMS

#### **EDUCATION**

Ed.D. Rutgers University, New Brunswick, NJ M.A. Rowan University, Glassboro, NJ B.A. Rowan University, Glassboro, NJ

#### **EXPERIENCE**

2018 – Present	Senior Associate, Hazard, Young, Attea & Associates
2014 – 2018	East Coast Regional President, Hazard, Young, Attea & Associates
2006 – 2014	Ray & Associates, Cedar Rapids, IA
1987	New Jersey Regional Day School at Mannington
1986 – Present	CEO and Principal Consultant, W.H. Adams & Associates, LLC, Naples, FL
1984 – 1988	Radey & Fuller Associates, Cherry Hill, NJ
1982	US Department of Education, Title VI Grant
1977	NJ Council on Vocational Education, Trenton, NJ
1973 – 2008	Superintendent of Schools, Salem County Vocational Technical Schools,
	Woodstown, NJ
1969 – 1973	High School Principal, Camden County Vocational Technical Schools,
	Pennsauken, NJ

#### **AWARDS**

AASA Distinguished Service Award, 2010

NJASA Designated Superintendent Emeritus, 2009

National School Boards American School First Place MAGNA Award, 2008

New Jersey Association of School Administrators Distinguished Service Award, 2005

New Jersey Superintendent of the Year, 1994

AASA James R. Kirkpatick Legislative Award for testimony before the US Senate, House and GAO, 1991

Rutgers University Graduate School of Education "Distinguished Alumni Award", 1992

Executive Educator, formerly published by the National School Boards Association,

Top 100 School Administrators in North America, 1980

#### **PROFESSIONAL ACTIVITIES**

 $National\ Center\ for\ Educational\ Research\ and\ Technology\ (NCERT)-Board\ of\ Directors\ (2007-13)$ 

AASA Corporate Advisement Team (2006)

AASA Publications Review Board (2006 – present)

American Association of School Administrators Executive Committee (1998-01 & 2004-07)

Salem County One Stop Management Team for the Cumberland/Salem Workforce Investment Act (2000 – 2008)

New Jersey Association of School Administrators

Treasurer (1994 - 1995)

Secretary (1995 – 1996)

President-Elect (1996 - 1997)

President (1997 – 1998)

AASA Legislative Corps (1990 - present)

State Advisory Council for the Gifted and Talented (1984–87)

N.J. Commissioner's Advisory Council for the Handicapped (1978–86), Chairperson (1978–82)

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#### Monica M. Browne

#### **EDUCATION**

Ed.D.	Seton Hall University	2002
Ed.M.	Rutgers University	1998
B.S.	James Madison University	1991

#### **EXPERIENCE**

2017-present	Associate, Hazard, Young, Attea & Associates, IL
2012-present	Adjunct Professor, Seton Hall University, NJ
2008-2017	Superintendent, Upper Saddle River School District, NJ
2004-2007	Adjunct Professor, College of Saint Elizabeth, NJ
2003-2005	Adjunct Professor, William Paterson University, NJ
2002-2008	Principal, Somerville School, NJ
2000-2002	Principal, Wanaque Elementary School, NJ
1998-2000	Assistant Principal, Allentown High School, NJ
1992-1998	Administrative Intern/Teacher, North Brunswick Township HS, NJ
1991-1992	Teacher, Sandusky Middle School, VA

#### **ACTIVITIES**

Member, 2008-present, New Jersey Superintendents Study Council (NJSSC), President, Vice President and member of the Executive Board 2012-present

Seminar Facilitator, 2015-present, Aspiring Principals Post Graduate, South Orange, New Jersey

Member, 2008-present, New Jersey Association of School Administrators, Chairperson of the Women's Leadership Initiative (2009-2015), Curriculum Committee member (2010-2016), Executive Board member (2016-present), Legislative Committee member (2016-present)

Member, 2008-present, Bergen County Association of School Administrators, Executive Committee member (2016- present), Legislative Chairperson (2016-present)

Certified Principal Mentor, 2005-2008, New Jersey Leaders-to-Leaders

Roundtable participant, 2010-2016, District Administration, Leadership Institute attendance

Certified Superintendent Mentor, 2016-present, New Jersey

Board of Directors, Gifted Child Society, Glen Rock, New Jersey, President 2012-2014, Vice President 2009-2011.

2019				
0 – 2,500 students	2,501 – 5,000 students	5,001 – 7,500 students	7,501 - 15,000 students	15,000+ students
Rumson-Fair Haven Regional HSD (NJ) 970 students Lisa Waters 732.616.0961	Lebanon Community Schools (OR) 4,340 students Tom Oliver tom.oliver@lebanon.k12.or.us		Central Kitsap Schools (WA) 11,000 students Jeanie Schulze 360.908.5001	Academy School District 20 (CO) 26,200 students Tracey Johnson 719.491.2633
Wyoming City Schools (OH) 1,950 students Jeanie Zoller 513.379.3767	Mountain View-Los Altos HSD (CA) 4,300 students, 9-12 Dr. Phil Faillace 650.248.3375		Greater Albany Public Schools (OR) 9,627 students Jennifer Ward 541.730.2270	Denver Public Schools (CO) 92,000 students, PK-12 Anne Rowe annerowe60@gmail.com
			Sewanhaka Central HSD (NY) 8,500 students David Del Santo 646.938.6500	



2018				
0 - 2,500 students	2,501 – 5,000 students	5,001 – 7,500 students	7,501 - 15,000 students	15,000+ students
O – 2,500 students  Bonny Doon Elem. School District (CA) 163 students, PK-8 Amy McCabe 831.457.9912  Greenburgh-Graham UFSD (NY) 150 students Jess Dannhauser DannhauserJ@graham-windham.org  Live Oak School District (CA) 2100 students, K-8 Jeremy Ray jray@losd.ca  Loma Prieta Joint Union Elementary (CA) 941 students, PK-8 Deana Arnold d.arnold@loma.k12.ca.us  Mount Pleasant Central SD (NY) 2,000 students K-12 Thomas McCabe 914.874.6075  Orange City School District (OH) 2,024 students, K-12 Melanie Weltman 216.378.6989	Flemington-Raritan Regional SD (NJ) 3,100 students, K-8 Tim Bart 908.797.7178  Garden City School District (NY) 3,800 students, K-12 Angela Heineman 516.521.0304  Lafayette School District (CA) 3,568 students, TK-8 Teresa Gerringer 510.599.9152  Lawrence Township PS (NJ) 3,800 students PK-12 Dana Drake 201.527.8464  Los Gatos Union Elementary SD (CA) 3,200 students K-8 Peter Noymer 408.656.5510  Los Gatos-Saratoga Union HSD (CA) 3,287 students, 9-12 Robin Mano rmano@lgsuhsd.org  Park City School District (UT) 4,973 students , PK-12 Andrew Caplan acaplan@pcschools.us  San Carlos School District (CA) 3,100 students PK-8	And the state of t	Birmingham Public Schools (MI) 8,000 students, K-12 Kim Whitman 248.760.3011  Chambersburg Area SD (PA) 9,000 students, PK-12 Alexander Sharpe 717.404.6179 alexander.sharpe@casdonline.org  Davenport CSD (IA) 16,000 students PK-12 Ralph Johanson 563.381.4598  East Aurora SD 131 (IL) 14,000 students K-12 Kimberley Hatchett 630.881.1243  Helena Public Schools (MT) 8,200 students, K-12 Sarah Sullivan 406.465.1472  Huntley CSD 158 (IL) 9,500 students, K-12 Tony Quagliano 847.254.2885  Lawrence Public Schools (MA) 15,000 students , K-12 John Connolly 617-447-1302 johnronanconnolly@gmail.com	Anaheim Elem. School District (CA) 18,000 students, K-12 Jackie Filbeck 714.883.6701  Billings Public School District 2 (MT) 16,000 students, K-12 Greta Besch Moen 406.248.4360  Crowley Independent SD (TX) 15,000 students, K-12 June Davis 847.437.1938  Duval County Public School District (FL) 128,000 students, K-12 Paula Wright 904.390.2374  Linn Benton Lincoln Education Service District (OR) 37,000 students Heather Search 541.812.2600  Los Angeles USD (CA) 640,000 students PK-12 Monica Garcia 213.505.6122  Newark Public Schools (NJ) 35,000 students, K-12 Josephine Garcia j4garcia@nps.k12.nj.us  Oceanside Unified School District (CA)
	Eirene Chen echen@scsdk8.org		New Bedford Public Schools (MA) 12,700 students Mayor Jonathan F. Mitchell 508.979.1410	20,000 students K-12 Ann Corwin 760-213-7285 Stafford County PS (VA) 28,650 students PK-12 DeWayne McOsker 540.751.8809



2017				
0 – 3,000 students	3,001 – 5,000 students	5,001 – 7,500 students	7,501 - 20,000 students	20,001+ students
Bexley City SD (OH) 2,274 students, K-12 Melissa LaCroix Melissa.Lacroix@bexleyschools.org  Harvard CUSD 50 (IL) 2,400 students, PK-12 Sandra Theriault stheriault@cusd50.org  Hunterdon Central Regional HS (NJ) 2,990 students, 9-12 Deborah Labbadia 908.616.8588  Madison SD (NJ) 2,604 students, K-12 Lisa Ellis 201.400.2349  Montecito Union School District (CA) 438 students, K-6 Katy Murphy kmurphy@montecitou.org  Orinda Union Elementary SD (CA) 2,529 students, K-8 Julie Rossiter 925.408.1780 jrossiter@orinda.k12.ca.us  Pelham Public Schools (NY) 2,800 students, K-12 Madeline Smith 646.209.5213  Piedmont USD (CA) 2,706 students K-12 Andrea Swenson 510.697.8567 aswenson@piedmont.k12.ca.us	Beacon City Schools (NY) 3,600 students, K-12 Meredith Heuer 917.447.6562  Chappaqua Central SD (NY) 4,000 students, K-12 Allison Gardner 914.409.7696  Concord Public Schools & Concord-Carlisle Regional School District (MA) 3,355 students, K-12 Johanna Boynton 978.318.1500  Duxbury Public Schools (MA) 3,250 students, PK-12 Anne Ward, awarddux@verizon.net  Jefferson UHSD (CA) 4,750 students 9-12 Rosie Tejada 415.250.5123  Manhasset Union Free SD (NY) 3,300 students, K-12 Regina Rule 914.602.1483  North Shore SD 112 (IL) 4,309 students, PK-8 Eric Ephraim 847.541.0076  Rescue Union SD (CA) 3,766 students, PK-8 Nancy Brownell, 916.769.7417  Rye City SD (NY) 3,384 students, K-12 Katy Keohane Glassberg glassberg.katy@ryeschools.org	Franklin Public Schools (MA) 5,447 students, PK-12 Kevin O'Malley 774.571.8486  Hempstead Union Free School District (NY) 6,000 students, PK-12 Maribel Touré 516.434.4000	Alexandria City Public Schools (VA) 15,000 students, PK-12 Ramee Gentry 703.899.2637  Clarke County SD (GA) 13,500 students, PK-12 Charles Worthy, 706.255.7795  Crowley ISD (TX) 15,200 students, PK-12 June W. Davis 817.292.6092  Cupertino USD (CA) 18,000 students, PK-12 Anjali Kausar 408.827.8336  EI Rancho USD (CA) 8,800 students, PK-12 Dr. Aurora Villon, 562.965.8636  L'Anse Creuse PS (MI) 12,000 students, K-12 Amy Servial 586.822.9302. amyservial@gmail.com Dr. Terri Spencer 248.520.0334 tmsedd@gmail.com  Pleasanton Unified SD (CA) 15,000 students PK-12 Joan Laursen 925-339-1763  Richland SD (WA) 13,400 students, K-12 Rick Jansons, 509.528.3488 rick.jansons@rsd.edu  Sequoia Union HSD (CA) 9,000 students, 9-12 Carrie DuBois cdubois@cbnorcal.com	Fairfax County PS (VA) 183,000 students, PK-12 Sandy Evans, 571.423.1083  Garland ISD (TX) 57,400 students, PK-12 Larry H. Glick 972.475.4000  Midland ISD (TX) 25,000 students, PK-12 Rick Davis 432.683.6686  Portland Public Schools (OR) 49,200 students, PK-12 Amy Kohnstamm 503.913.3945  Richmond City SD (VA) 22,000 students, PK-12 Dawn Pope 804.402.5000 Thomas Farrell 804.513.0523  San Diego County Office of Ed (CA) 500,000 students Gregg Robinson 619.225.0377



2016				
0 - 2,500 students	2,501 – 5,000 students	5,001 - 7,500 students	7,501 - 20,000 students	20,001+ students
Brisbane SD (CA) 150 students, TK-8 150 students, TK-8 150 students, TK-8 150 students, TK-8 150 students PK-8 150 students FK-8 150 students FK-8 150 students PK-8 150 students, K-8 150 students, K-8 150 students, K-8 150 students PK-8 150 students PK-9 150 students PK-9 150 students PK-9 150 students PK-9 150 students, PK-6	Bedford Central School District (NY) 3,600 students K-12 Jennifer Gerken 914.262.3526  Laguna Beach USD (CA) 3,037 students K-12 Carol Normandin 949.497.7700 ext. 5202  Minooka Community HSD #111 (IL) 2,700 students 9-12 Mike Brozovich mbrozovich@mchs.net  New Albany-Plain Local SD (OH) 4,882 students PK-12 Debra Kalinosky dkalinosky@earthlink.net  Walnut Creek ESD (CA) 3,600 students K-8 Katie Peña 925.287.0494	Westport Public Schools (CT) 5,770 students PK-12 Michael Gordon mgordon@westport.k12.ct.us	Campbell Union HSD (CA) 8,000 students 9 - 12 Linda Goytia 408.230.7414  Carlsbad USD (CA) 11,000 students, K-12 Claudine Jones 760.331.5000  Decatur Public School District 61 (IL) 9,000 students, PK-12 Sherri Perkins Perkisi@aol.com  Fairfield Public Schools (CT) 10,000 students PK-12 Philip Dwyer dwyer_philip@yahoo.com  Manchester School District (NH) 15,000 students PK-12 Debra Langton 603.669.8338  Santa Barbara Unified SD (CA) 15,500 students PK-12 Kate Parker kparker@sbunified.org  Stamford SD (CT) 16,000 students K-12 Geoff Alswanger 203.968.0233	Beaverton School District (OR) 40,725 students K-12 Anne Bryan 503.679.5040  Blue Valley SD 229 (KS) 22,000 students PK-12 Mike Seitz 913.226.7765  Houston ISD (TX) 215,000 students PK-12 Manuel Rodriguez 713.498.5649  Humble ISD (TX) 41,000 students PK-12 Robert Sitton 281.450.2472  Los Angeles USD (CA) 640,000 students PK-12 Steve Zimmer 213.241.6387  Northwest ISD (TX) 21,000 students PK-12 Mark Schluter 817.948.6425 Josh Wright 682.472.1846  Phoenix Union HSD (AZ) 27,000 students 9-12 Lela Alston 602.278.2002  Providence PSD (RI) 24,000 students PK-12 Nicholas Hemond 401.453.8600  Santa Ana Unified SD (CA) 56,000 students PK-12 John Palacio 714.542.0589



2015				
0 - 2,500 students	2,501 – 5,000 students	5,001 – 7,500 students	7,501 - 20,000 students	20,001+ students
Galt Joint Union High SD (CA) 2,300 students 9-12 Terry Parker Owning 209.810.0720 Highland Falls-Fort Montgomery CSD (NY) 1,000 students K-12 Anne Lawless 914.588.0384 Northbrook/Glenview SD 30 (IL) 1,130 K-8 students Chuck Gitles 847.498.4190 cgitles@district30.org Rockridge CUSD #300 (IL) 1,100 students PK-12 Jeff Widdop 309.793.8001 Salem Elementary SD111 (IL) 970 students PK-8 Terry Barnfield 618.267.0514 Saratoga Union School District (CA) 2,100 students K-8 Arati Nagaraj 408.656.9137 Trevor-Wilmot Consolidated SD (WI) 565 students PK-8 Tom Steiner 262.862.2356	City Schools of Decatur (GA) 4,200 students PK-12 Annie Caiola 404.371.3601  Fayetteville-Manlius Central SD (NY) 4,420 students K-12 Marissa Joy Mims 315.682.3231  Freeport School District 145 (IL) 4,187 students PK-12 Janice Crutchfield janice.crutchfield@fsd145.org  Mahopac Central School District (NY) 5,000 students K-12 Michael Sclafani 914.939.1256  Montville Twp School District (NJ) 3,700 student K-12 Dr. Karen Cortellino Karen.Cortellino@Montville.net	Cambridge Public Schools (MA) 7,000 students PK-12 Mayor David Maher 303.249.6575 Barbara Allen 617.349.6441 ballen@cpsd.us  Centinela Valley Union HSD (CA) 6,600 students 9-12 Hugo M. Rojas II 310.263.3200  Flint Community Schools (MI) 7,000 students PK-12 Isaiah Oliver 810.210.6823 isaiah.m.oliver@gmail.com  Hudson School District #2611 (WI) 5,600 students K-12 Jamie Johnson 751.381.7105  Oak Park Elementary SD 97 (IL) 5,900 students PK-8 Bob Spatz bspatz@op97.org  Pemberton Township Schools (NJ) 5,000 students 9-12 Sandy Glawson glawson@pemb.org  Union Elementary SD (CA) 5,000 students K-8 Sheila Billings 408.888.3268	Bridgewater-Raritan RSD (NJ) 8,800 students K-12 Ann Marie Mead 732.216.7268 amead@brrsd.k12.nj.us  Eugene School District 4J (OR) 16,000 students K-12 Jim Torrey 541.790.7707  Franklin Township PS (NJ) 8,300 students PK-12 Edward Potosnak 732.745.1866  Jefferson County Schools (WV) 9,000 students PK-12 Scott Sudduth scottsud@gmail.com  Montgomery County PS (VA) 9,500 students PK-12 James Lyons 540-831-9864 joeylyons@mcps.org  Orleans Parish School Board (LA) 11,000 students PK-12 Nolan Marshall, Jr. 504.460.1496  San Mateo-Foster City SD (CA) 12,000 students PK-8 Audrey Ng 626.862.4582  South San Francisco USD (CA) 9,375 students PK-12 Rosa Acosta 650.754.3672  West Allis-West Milwaukee SD (WI) 9,877 students PK-12 Patricia Kerhin 414.604.3000	Boston Public Schools (MA) 57,300 students PK-12 Michael O'Neill 617.947.2967  Colorado Association of School Executive (CO) Executive Director Diana Sirko 970.618.1829  Montgomery County PS (MD) 154,000 students PK-12 Mike Durso 240.401.0674  Sioux Falls School District (SD) 23,000 students PK-12 Kent Alberty 605.941.3740



2014				
0 - 2,500 students	2,501 – 5,000 students	5,001 – 7,500 students	7,501 - 20,000 students	20,001+ students
Clarke County Schools (VA)	Asheville City Schools (NC)	Accomack County Schools (VA)	City SD of New Rochelle (NY)	Loudoun County Schools (VA)
,950 students PK-12	4,081 students PK-12	5,200 students PK-12	11,600 students PK-12	70,000 students PK-12 -
lanet Creager Alger 540.664.1163	Jacquelyn Hallum 828.258.8118	Ronnie Holden 757.710.1830	David Lacher 914.671.2171	Eric Hornberger 571.291.5685
Green Brook Township PS (NJ)	Katonah-Lewisboro SD (NY)	Baldwin Union Free SD (NY)	Eanes ISD (TX)	Virginia Beach City PS (VA)
930 students K-8	3,200 students, K-12	5,000 students K-12	7,803 students K-12	70,259 students K-12
lames Benscoter benscoter@gbtps.org	Marjorie Schiff 516.972.3614	Mary Jo O'Hagan 516.589.2994 ohaganmaryjo@gmail.com	Rob Hargett 512.415.4656 rhargett@eanesisd.net	Dan Edwards 757.263.1016
Haldane Central School District (NY)	North Plainfield School District (NJ)	onaganinary)o@gmail.oom		
383 students K-12	3,152 students K-12	Cleveland Heights-University Heights	East Brunswick PS (NJ)	
Jennifer Daly 917.450.1630	Linda Bond-Nelson 908.922.0377	City School District (OH)	8,309 students K-12	
		5,800 students PK-12	Brad Cohen 732.613.6700	II.
Maple Dale-Indian Hill SD (WI)	Princeton Public Schools (NJ)	Ron Register 216.403.4708		
500 students K-8	3,800 students PK-12	r_register@chuh.org	Portsmouth Public Schools (VA)	
Chris Soyke 414.540.4092	Timothy Quinn 609.921.0428	5 - 1 - 01 - 11 - 0D 05 (II)	15,200 students PK-12	
W (	0 " D I " 0 I I (440)	Evanston-Skokie SD 65 (IL)	James Bridgeford 757.434.2567	
Moffat County SD RE-1 (CO)	Somerville Public Schools (MA)	7,082 students PK-8 Traci Quattrocki 847.859.8005	Rowland Unified SD (CA)	
2,402 students PK-12 J.B. Chapman 970.846.2671	4,987 students PK-12 Paul Bockelman 617.833.8883	Traci Qualifocki 647.659.6005	14,000 students K-12	
J.B. Chapman 970.040.2071	Paul Bockellilaii 017.055.0005	Lexington Public Schools (MA)	Heidi Gallegos	
Palos CCSD 118 (IL)	Summit Public Schools (NJ)	6.600 students PK-12	heidigallegos@gmail.com	
1,882 students PK-8	4,100 students K-12	Margaret Coppe	Tieldigaliegos@gmail.com	
Sheila Pacholski 312.835.3589	Celia Colbert 908.399.6131	mcoppe@sch.ci.lexington.ma.us	Shoreline District #412 (WA)	
onelia i donoloki o 12.000.0000	Coma Comport Coc.Coc.Co To T		9,000 students PK-12	
Ross Valley School District (CA)	Wilton Public Schools (CT)	Linn-Mar Community SD (IA)	Mike Jacobs or Debi Ehrlichman	
2,200 students PK-8	4,320 students PK-12	7,000 students PK-12	206.393.6111	
Anne Capron 415.686.2926	Bruce Likly 203.722.6474	Tim Isenberg,		
,		tisenberg@linnmar.k12.ia.us	Toms River Regional Schools (NJ)	
Roselle School District #12 (IL)		320 e86	17,000 students K-12	
690 students K-8		Parsippany-Troy Hills SD (NJ)	Joseph Torrone jtorrone@trschools.com	
Lisa Mondo 630.240.1709		7,300 students PK-12		
		Fran Orthwien 973.263.7200		
		orthweinr@aol.com		
		Woodstock CUSD 200 (IL)		
		6,145 students PK-12		
		Paul Meyer 815.337.2503		



HYA looks forward to the possibility of working with the Board and assisting with the selection of a new leader. Please contact HYA at 847-724-8465 or at hya@hyasearch.com with questions or requests for additional information.

**Hazard, Young, Attea & Associates** 1475 E. Woodfield Rd, 14<sup>th</sup> Floor Schaumburg, IL 60173 (847) 724-8465

www.hyasearch.com



## Florida School Boards Association

The voice of education in Florida.

## Superintendent Search Services Indian River County School Board

The Florida School Boards Association was honored to be trusted by the Indian River County School Board to assist you in finding an Interim Superintendent. It was only last month that FSBA spent considerable time, effort, and resources to ensure that your district had continued leadership during your recent superintendent transition. We hope that we demonstrated to you our commitment to your success. We hope that you will, once again, honor us by allowing us to assist you in your permanent superintendent search.

We recognize that any search for your next education leader will be unique to your district's high expectations and your community's desires. We are offering you a broadbased search using our extensive state and national network of contacts with educational and business leaders. We can also discuss any alterations to this proposal to meet the personalized needs of your unique situation.

FSBA offers the best protection for the interests of your School Board; we are the only search firm whose primary concern is your School Board's successful match with a Superintendent who will meet your unique needs. Because we are a Florida firm, we are also heavily invested in ensuring that your new governance team continues to flourish long after the initial hiring process is complete.

The search process itself should be an exciting and unifying opportunity for everyone connected with your district. It provides an excellent opportunity to recommit to the direction and the priorities that have made your district a desirable school district in Florida. You are not, as we know you understand, just hiring to fill a position. The identification, recruitment, and selection of the type of educational leader you desire all require ongoing open communication that builds trust throughout the search process.

FSBA has a proven track record of providing exemplary leadership development services to School Boards throughout Florida. As the professional association for School Boards. FSBA has a stake in your Board and district's effectiveness. Finding an effective Superintendent to collaborate with your Board as part of the governance team is paramount; it is likely the most important decision your Board will ever make. Thank you - Onessive

Thank you for the opportunity to provide this proposal to you.

Florida School Boards Assn. Response to RFP IRCSD Superintendent Search Services

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#### Firm's Background and History

The Florida School Boards Association, Inc. (FSBA) is a nonprofit corporation representing the elected school boards in Florida. FSBA has been the collective voice for Florida school districts since 1930 and is closely allied with other educational and community agencies to work toward improvement of education in Florida. We currently count 65 of Florida's 67 districts as members of FSBA.

The MISSION of the Florida School Boards Association is

To increase student achievement through the development of effective school board leadership and advocacy for public education.

The Florida School Boards Association has a long history of accomplishment working with School Boards and their constituents to attract and place qualified Superintendents in Florida school districts. FSBA has led more than 80 Superintendent searches in the last 40 years and has worked with many districts multiple times due to retirements, Board direction changes, or other circumstances causing the loss of a Superintendent.

FSBA is committed to and has a proven track record of recruiting traditional, non-traditional, minority, and both in- and out-of-state candidates, as well as nurturing and assisting in the development of Florida talent.

Since 2016, the current FSBA Superintendent Search team (listed in Assigned Staff Qualifications section) facilitated the superintendent searches for Osceola County, Sarasota, St. Johns, Alachua, Flagler and Brevard counties' School Boards as well as the interim superintendent searches in Indian River and Volusia counties. FSBA has experience in leading over eighty (85) successful permanent Superintendent Searches, six in the last two years

Additionally, FSBA is uniquely committed to the achievement of *your* goals and is qualified to support your school district once a new Superintendent has been hired. Follow up services, included in this proposal, are crucial to ensuring the realization of a highly effective governance team. Our goal is to assist you in finding the best fit for your district at this time.

FSBA fully understands and operates with the parameters of Chapters 119 and 286. We have a proven history of success operating within Florida Public Records and Sunshine Laws. We work with district staff to ensure proper advertisement of all meetings; we ensure all records are fully maintained and compliant with Public Records requirements. We have legal counsel under contract to advise as well as work collaboratively with district legal counsel to ensure compliance. In the 30+ year history of conducting superintendent searches in Florida, we have not had a single complaint regarding Chapters 119 and 286 of Florida Statutes.

FSBA has had no contracts that have been terminated unfavorably or that have been unsuccessful within the past five (5) years; no litigation or regulatory action has been filed against FSBA.

FSBA is committed to equal opportunity in recruitment, selection, and promotion of all personnel. The Executive Director is required to use nondiscriminatory practices in employment and in employee rights regarding race, sex, age, religion, marital status, handicap, creed, or national origin.

#### **Assigned Staff Qualifications**

We offer a multi-faceted team comprised of a **former Florida school board member** now Executive Director of the Florida School Boards Association; **former Florida superintendent**, now consultant to Florida School Boards Association and the Florida Association of District School Superintendents; and **former Florida district human resources executive director**, also now consultant to Florida School Boards Association and the Florida Association of District School Superintendents. Providing these three perspectives ensures a well-rounded consideration of issues throughout your search.

#### **FSBA's Superintendent Search Team**

Why select Florida School Boards Association team for your search?

- FSBA has experience in leading over eighty-five (85) successful Superintendent Searches, six in the last two years for permanent superintendents, two in the last three months for interim superintendents.
- Through our active and constant engagement in school districts, we engage with and develop emerging leaders in all of Florida's school districts, many of whom are aspiring superintendents.
- The FSBA team has experience recruiting and working with in-state, out-of-state, minority, and non- traditional candidates.
- The FSBA team knows your board members, your community, and Florida's education and legislative landscape.
- The FSBA team offers 24-Hour availability to all candidates, the Board, and media.
- The FSBA team has extensive experience with Florida public records, Sunshine laws, and media outlets.
- The FSBA team's proximity to your district reduces travel and lodging costs.
- FSBA offers additional inclusive services such as:
  - Working with the Superintendent and your Board during the transition phase to develop and put into action an on-boarding plan.
  - Merging your Board's expectations with the Superintendent's performance and evaluation instruments.

#### Andrea Messina

Since 2015, Andrea Messina has been the Executive Director of the Florida School Boards Association. Previously, Andrea served as FSBA's Director of Board Development, a post she held for 2 ½ years. In this role, Andrea was the go-to person in Florida on the issue of School Board and Superintendent Relations, providing coaching and leadership support to district governance teams and their members.

In the last 4 years, Andrea led successful superintendent search processes in Osceola, Sarasota, St. Johns, Alachua, Flagler and Brevard counties, Florida. All superintendents are still serving their districts. Additionally, she in the last three months, she led successful Interim Superintendent searches in your own county and Volusia County.

Andrea is known for her ability to maximize team efforts through knowing and understanding various personality, learning, behavioral, listening, and leadership styles of team members and bringing together team members with different styles to work together toward achieving a shared goal.

Prior to assuming the position of Executive Director, Andrea assisted in Superintendent searches as an FSBA staff member as well as participated in Superintendent searches while serving as a School Board member in Charlotte County. Her insight into the search process as a Board Member is a crucial element in FSBA's Superintendent Search offering.

Andrea has led and facilitated professional development and community input sessions for groups ranging from two to over three hundred. Andrea is a skilled trainer with multiple certifications including Facilitative Leadership and Seven Habits for Highly Effective People and has a proven track record of working collaboratively with a wide range of internal and external stakeholders.

Andrea's experience includes teaching high school English for eight years and being elected to the Charlotte County School Board for three terms where she served as chair four times. During Andrea's tenure on the Charlotte County School Board, the district received nine straight "High Performing School District" designations by FLDOE.

Additionally, Andrea has testified before committees in the Florida Legislature and the US Congress, served as a Keynote Speaker for numerous civic groups, state-wide organization meetings and conferences, national organization meetings and conferences, and authored various education articles on local school district issues, community involvement, School Board governance, and School Board/Superintendent relations.

#### Dr. Bill Vogel

Dr. Bill Vogel retired as Superintendent of Seminole County, Florida in 2012, a post he held for nine years. Since his retirement, Bill has worked with Jim Huge and Associates and the Florida School Boards Association conducting Superintendent Searches.

Now also working with the Florida Association of District School Superintendents (FADSS), he is currently the go-to mentor for new superintendents in Florida and has personally developed and delivered the New Superintendent Training Program for FADSS. He currently mentors several sitting Superintendents and supports many other Superintendents and conducts financial, human resources, personnel and payroll indepth studies. Bill has been an Adjunct Professor for the University of Central Florida, and is presently Chief Negotiator for the Manatee County School District.

Prior to leading Seminole County, a high performing district of 60,000+ students and 8,000+ employees, Bill led the St. Lucie County School District for seven years. While in that position, Bill was named the Florida Superintendent of the Year, a title he received after five years in the position.

Some of his greatest accomplishments while leading two Florida school districts were his advancements in student academic achievement every year for the fifteen years in the top leadership position, and his ability to work with parent and community groups to extend educational possibilities.

Dr. Vogel was honored by Seminole County when he was selected for the Envision Seminole Leadership Award. He also received the following awards: Seminole State College Pathfinder Award, Raymond Gaines Leadership Award, Metro Orlando Hispanic Chamber Sun Award, Florida Atlantic University Outstanding Professional Educator Alumni Award, Florida Alliance for Arts Education award, Above and Beyond Service Award, Leadership Award from the Office of the State Attorney, 18th Judicial Circuit, Outstanding Educator Award from the Conference on the Education of Minorities in Florida, SECME: Bethune, Carver, Dewey Educational Leadership Award, Florida Association of School Administrators, Lamp of Knowledge Award, "Medallion of Excellence" Award from Senator Ken Pruitt and the Rotary International Paul Harris Fellow award, two years.

His ability to bring individuals together to envision the future, and his sincere efforts to ensure others achieve their goals has built his reputation of honesty and credibility, and a leader who is committed to achieving desired results.

#### John Reichert

John Reichert retired as Executive Director of Human Resources and Professional Standards (Seminole) in 2013, but was quickly called back into education when he served on a Florida Association of District School Superintendents' Personnel study in the Polk County School District. Making such a dramatic impression on the district, he was hired to remain in a consultant role with the district long-term. His stint in Polk quickly led to his reputation as the leading HR specialist for school districts, a function he serves through his work with FADSS.

John has worked with FSBA conducting Superintendent Searches since 2012, and has served as the point person on several searches. He knows how to navigate district systems and work with district staff to ensure all logistics are handled with organization and skill.

Besides the Polk County assignment, John contracts part-time for the FADSS organization, and has consulted in the following school districts: Alachua, Bradford, Columbia, Flagler, Franklin, Gadsden, Hernando, Highlands, Levy, Pinellas, Madison, Manatee, Martin, Nassau, Sarasota, St. Johns, St. Lucie and Walton counties. He was the district contact on two previous Seminole County Superintendent Search processes and designed and led the 2012 Superintendent Search. In 2015, he conducted a successful national search for an Executive Director for the Manatee County School District.

John began his career in education as a math teacher. He quickly moved into administration when he became Dean of Students, then Assistant Principal. Becoming the Assistant Director of Personnel Services was his first step into a district level administrative position. He advanced to Director of Personnel Services, being recognized throughout the state for his thorough and innovative human resource practices and processes. He has presented at local and state conferences and readily shares his learnings with others. When his role expanded to Ombudsman, his responsibilities included receiving and investigating complaints from applicants, employees, students, parents, and members of the community associated with all functions and aspects of the Seminole County Public School System.

As the Director of Human Resources, then Executive Director of Human Resources and Professional Standards, John was responsible for administering all functions associated with the Department of Human Resources and Professional Standards: application/screening process, recruitment and retention, employment processing, annual reappointment and staffing, payroll, retirement, certification, investigation of employee misconduct, employee discipline, unemployment compensation, educational equity, and various other programs as required by district policy, Florida Statutes and/or the Florida Department of Education.

Mr. Reichert received his formal education at the University of Georgia and his Master of Education Degree from Rollins College. Extensive educational growth opportunities have

kept John on the cutting edge of his educational understandings. He has presented to new Florida school Superintendents pertaining to duties and requirements pursuant to Florida Statues, Human Resources Management, Professional Standards and Labor Relations. His ability to relate to people and break down complex theories has made him a sought-after consultant.

#### **Project Approach**

FSBA works directly with the school board to determine the types of candidates they would like to target and then, together, we develop a roadmap to ensure targeted candidates apply. Specific tasks to be performed and the timeline within which each task shall be accomplished can be found in the timeline section.

Depending on the needs of the district, FSBA works with the National Affiliation of Superintendent Searchers as well as other national administrator and other federated organizations (names withheld/proprietary) to target leaders fitting your district's desired profile, qualifications, and qualities. Additionally, FSBA maintains a data base of qualified candidates who have indicated an interest in serving as superintendent in Florida as well as others who are targeted due to their recognized effectiveness in their respective roles.

Because FSBA is recognized as the foremost collaborator with Florida school districts, we develop positive relationships with aspiring superintendents who look to FSBA to suggest districts where successful board/superintendent governance can be achieved. Additionally, through our national networks, we have developed a reputation for successful applicant experiences which contributes to our ability to recruit.

In the last three years, the FSBA search team has conducted successful searches in Sarasota, St. Johns, Alachua, Flagler and Brevard counties. **All superintendents are still serving their districts.** 

District name	Students	Search timeframe
St. Johns	36,000	March 2016 - November 2016
Sarasota	42,600	April 2016 – February 2017
Alachua	27,000	October 2016 – June 2017
Flagler	13,000	February 2017 – June 2017
Brevard	73,000	May 2018 – July 2018

District	Applicants	States	Doctorate	Current	Community
		Represented	Degrees	Superintendents	Panel
					Members
St. Johns	21	9	12	7	30
Sarasota	49	20	29	14	16
Alachua	49	15	29	5	10
Flagler	45	19	8	6	20
Brevard	16	5	11	3	N/A

#### Recruitment

FSBA's planned action to recruit traditional and non-traditional candidates begins with

FSBA's staff and associates having long-term active participation in Florida education and other state coalitions, bringing knowledge of local challenges and opportunities facing your school district.

The FSBA recruitment strategy is described below. Specific placement of advertisement, either digitally or in print, contains proprietary information that may be redacted but will be shared either during interview or other verbal communication if desired:

- Based on the job description and position requirements, and in collaboration with the school board, a compelling advertisement is developed for print and digital distribution.
- Venues are identified for distribution of advertisement, depending on district needs.
- District advertisement is digitally sent to identified venues, depending on appropriateness. Several associations have reciprocal agreements with FSBA for inclusion on their job search portals.
- District print advertisement is sent to identified venues, depending on appropriateness. This includes all Florida Board Members and Superintendents for distribution statewide, as well as with other national partners.
- Both digital and print advertisements are sent to various national leadership development organizations and direct telephone follow-up occurs with organizations and prospective applicants.
- FSBA direct outreach to our database of interested applicants is made.
- Depending on the job description and position requirements, FSBA team identifies state and national leaders who would reasonably be considered a good fit with the district; FSBA direct outreach occurs to inform leaders and encourage them to apply.
- FSBA team direct outreach on referrals from Board members and referrals from the community.
- The FSBA search team currently works with nearly all Florida school districts and has built strong relationships with high performing potential candidates with whom we communicate on a regular basis.
- We have found that the team's reputation for being available to applicants by phone, text, or email in an on-demand basis has proven successful in recruiting and retaining quality applicants.
- FSBA maintains a network of national contacts through NSBA, state School Board Associations' Executive Directors, and the National Affiliation of Superintendent Searchers (NASS) who know and have worked with many of the applicants, allowing us to gain valuable insight into candidates, information that no other search firm can access.

FSBA utilizes a team approach in working with your Board Member contact, district staff as designated, and School Board Attorney or HR staff who will conduct the background checks of the finalists and perform other search-related functions.

Should the Board desire non-traditional applicants, the FSBA will assist in developing an appropriate job description as well as requirements.

FSBA has had past success in attracting non-traditional applicants and team members are currently working with several current non-traditional superintendents. In fact, several non-traditional candidates have been a part of our search process and a non-traditional candidate was selected in a previous search.

Our spectrum of advertising venues (professional magazines, journals, websites, site specific publications and other sources as site/requirement demands) enables us to attract non-traditional applicants if desired by the School Board.

For example, the FSBA Team communicates with the Broad Center which develops leaders to transform America's Urban Schools. Their leadership program includes leaders from underrepresented populations as well as those with non-traditional backgrounds including business, industry, and military.

#### Candidate evaluation and screening process

- Review Board job description and applicant's qualifications to determine if the applicant is qualified.
- Review all applications and resumes to determine compatibility with Board priorities.
- Review online data and news information about the applicant.
- Contact references submitted as well as others who may personally be able to speak to skills of applicants including other educators, community leaders, or state association staff.
- Check the FDPE Professional Practice website.
- Review qualified applicants with a screening committee if desired by the Board.
- Obtain a copy of the applicants personnel file.
- The FSBA team will submit a list of semifinalists, if desired by the Board.
- Once semifinalists are determined, conduct Accurint background searches/comprehensive reports at a cost of \$125/candidate to the district. This search will reveal any legal actions against the candidate (current or past), social media accounts, news articles, and more. Upon discovery of any questionable information, FSBA follows up directly with candidate to determine if a reasonable explanation is available. Depending on the results of this search, FSBA may directly call each board member to inform them of findings.

#### Internal and external stakeholder involvement

The participation of the public is a crucial element to your superintendent search process and must be carefully considered to ensure that it will enhance public contribution to the process.

FSBA provides on-site representation and facilitation at community meetings and other meetings associated with the search and is available to attend board meetings, as requested

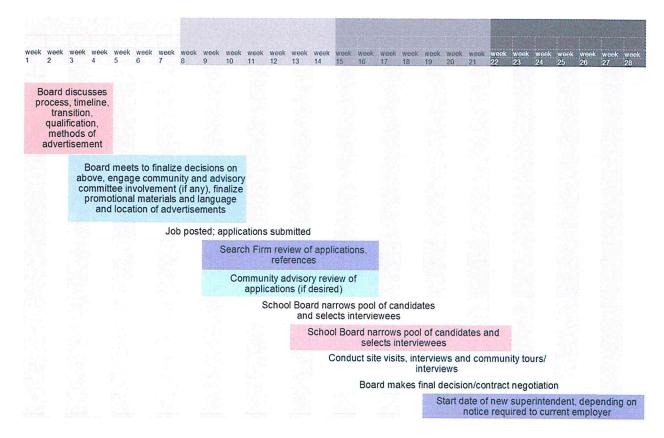
Below are opportunities for internal and external stakeholder involvement. Specific community involvement is determined by each board to best meet the individual needs of the district.

- Preparation of an online community and staff survey as approved by the Board, and hosted on the District website.
- Focus group participation, in person or via electronic means.
- Identify and recommend to the Board characteristics and district areas of need.
  - Identify the high priority needs of the district.
  - o Establish the characteristics desired in the new school leader.
- Provide feedback to the School Board after being involved with the candidates during their on-site interviews.
  - Give opportunities for stakeholders to create and offer impressions of the candidates, relative to the Board's clearly articulated desired characteristics, the district's needs, and the community.
  - NOTE: Only the School Board can make the Superintendent selection—it
    will be made clear from the beginning by the facilitator to the involved
    Stakeholders that they will not be ranking the candidates, only giving their
    impressions to the Board.
- Recommended stakeholder groups to be considered:
  - o Parents
  - o Students
  - o Business Representatives
  - Community Leaders
  - o Retirees
  - Employees
    - Teachers
    - Non-Certified Employees
    - Administrators
- During candidates' in-county visits:

Information from the various stakeholder groups will be assimilated and given to the Board in writing following each interview so that the Board can use this feedback in their deliberations

#### **Project Timeline**

## FSBA Superintendent Search Timeline



#### Timeline:

We work with you to determine your desired hire date and then work backwards from there to schedule all necessary segments of your search. We have conducted a search in as short as 7 weeks and as long as 16 months. Our timeline is predicated on your needs and timeline.

#### Phase 1: Pre-search activities

Workshop session(s) with School Board, interview with Superintendent, if desired.

Any search for a school district's chief executive must be custom tailored to meet the needs of each individual school district. A pre-search session will focus on the current status of the district, immediate and pressing issues and long-term considerations that need thoughtful planning. Also, we will discuss protocols presently used by the Superintendent and Board, paying attention to what worked well and what might need special focus when working with another leader. Transition planning is also discussed during this phase.

# Phase 2: Identify district priorities and strategic goals in relation to needs of the district and the qualities desired in a Superintendent

An initial Board Work Session, supplemented by input sessions from stakeholders, to gain insight into desired qualities and qualifications for your next district leader, would be held.

Each Board Member and other key education and community leaders identified by the Board, such as administrators, teachers, parents, business leaders, and others, should provide input to determine the perceived needs of the district and the attitudes, abilities, and skills most desired in the new Superintendent.

The results of these input sessions will help to determine the content for the position posting and venues for advertising.

Input sessions can be held through a variety of platforms—roundtable discussions, town hall style meetings, electronic platforms, etc.

#### Phase 3: Determine the extent of community involvement in the process

FSBA's Superintendent Search Team works with your board to determine the amount and level of desired community engagement.

The Board determines the role of the community in the search process. FSBA will assist in developing guidelines and processes for selected community involvement process which may include but not be limited to community focus groups as addressed above in Phase 2, Community Advisory Committee(s), if desired and applicant screening involvement, if requested.

# Phase 4: Develop recruitment materials, application procedures, and advertisement plan

Pursuant to Board input and direction, the FSBA Superintendent Search Team will collaborate with key district staff members to develop appropriate advertising materials that will announce the vacancy, identify required and/or preferred position qualifications, identify a salary range/benefits and length of contract to be offered, outline the application requirements/process and provide a description of the school district.

We will develop application procedures, and an advertisement plan with associated timeline. We will distribute to marketing bases and potential candidates, as identified by district or our team.

#### Phase 5: Develop plan for receiving applications and how they will be processed

The FSBA Superintendent Search Team will outline a specific plan for how all resume packets and associated materials will be received, processed, shared, documented, and

available to the public. We will, with the board, determine a plan for communicating with applicants regarding material submission and associated questions. We will identify a public records custodian/contact person within the district to ensure that all requests for information are responded to efficiently.

# Phase 6: Conduct reference checks, and determine process for selecting candidates for the interview phase

Under the direction of the School Board, candidates must be screened and references checked. The FSBA Superintendent Search Team will work with the board to determine a process for selecting candidates to be interviewed, and determine if the applicant pool will be filtered through any semi-finalist process.

#### Phase 7: Interview candidates

An interview process should be established for the final candidates with Board members and could include representation from the internal education community, the broader community, and other designated parties. FSBA will develop an on-site interview schedule based upon the number of finalists and associated activities including scheduling and scripting of meeting as well as developing custom questions for board use, if desired. The FSBA Superintendent Search Team will be on-site during the candidate interviews to ensure this crucial element of the process runs smoothly.

#### Phase 8: Select a candidate

The FSBA Superintendent Search Team will work with the board to determine a process to select the final candidate that best meets the needs of the district. We will provide, with input from your board, a meeting agenda and script for appropriate sections of the selection meeting.

## Phase 9: Develop contract and agreements

The Board, the candidate, and the Board's attorney must establish a final employment agreement, as well as the expectations of the District for the Superintendent's performance and evaluation measurements. The FSBA Superintendent Search Team continues to serve as a resource to assist with the contract language and to develop a transition for the new district leader.

#### Minimum of 3 References

Each person listed below served as chair of their board during the FSBA search process

Patrick Canan, St. Johns County School Board Member 40 Orange Street, St. Augustine, FL 32084 patrick.canan@stjohns.k12.fl.us or (904) 716-3450

Caroline Zucker, Sarasota County School Board Member 1960 Landings Boulevard, Sarasota, FL 34231 <a href="mailto:Caroline.zucker@sarasotacountyschools.net">Caroline.zucker@sarasotacountyschools.net</a> or 941-780-8566

Rob Hyatt, Alachua County School Board Member 620 East University Avenue, Gainesville, FL 32601 Rob.hyatt@gm.sbac.edu or 352-378-9903

Trevor Tucker, Flagler County School Board Member 1769 East Moody Boulevard, Bunnell, FL 32110 Tuckert@flaglerschools.com or 386-931-5165

John Craig, former Brevard County School Board Member 321.271.9705

Carl Persis, Volusia County School Board Chair 200 N Clara Avenue, Deland, FL 32720 <a href="mailto:cpersis@cfl.rr.com">cpersis@cfl.rr.com</a> or 386-316-3600

#### **Price Proposal**

## FSBA Led Superintendent Search Services

The maximum, "not to exceed" base fee for the full search services outlined, including Phases 1 through 9, is \$25,000 for FSBA full member districts.

Total estimated travel and additional on-site expenses determined based on location of district and desired activities for candidate interviews.

Additional expenses to be incurred by the district would include the following:

- Advertising costs.
- Printing, postage and publication costs.
- Board attorney costs to conduct reference checks on finalists and other specific requests of the board.
- District staff time associated with various aspects of process.

# School District of Indian River County

**Tax Anticipation Note (TAN)** 



Presented to: The School Board July 23, 2019 9:00 AM

Joe N. Idlette, Jr. Teacher Education Center

## **Background**

Florida's school districts are funded through a variety of mechanisms, the largest of which is the Florida Education Finance Program (FEFP). FEFP was enacted in 1973 and is intended to equalize per-student funding across the State in order to provide substantially equal access to programs and services by accounting for geographic and economic differences among school districts.

The complex formula used by FEFP determines how much of a school district's operating revenues will be generated through local ad valorem revenues (property taxes) and how much will come from the State.

State FEFP revenues flow to school districts throughout the year, creating a fairly level revenue stream.

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## Cash Receipts

Property tax revenues from Indian River County are received during the following timeline.

- November & December once a week (FL Statutes require 4 distributions between November and December.
- November Installment distribution for installments collected in June and September
- January March twice a month (FL Statutes require 1 a month)
- April October once a month
- June Tax Certificate Sale distribution for the payments collected at our Tax Sale, usually held on June
   1st

This period falls in the very center the school district's fiscal year, which begins on July 1<sup>st</sup> and ends on June 30th. As a result, school districts, including *SDIRC often face funding gaps from the beginning of the school year until property tax payments are received*. Generally speaking, the more reliant a district is on local ad valorem revenues for its operational funding, the greater the capacity for a mismatch between operating revenues and expenses during the September to December timeframe.

## Tax Anticipation Notes (TANs)

In order to alleviate the financial risks and hardships resulting from varying timing of cash flow receipts, the Internal Revenue Code and related rules and regulations contain the basic rules which provide the authority to use tax-exempt borrowing to meet cash flow shortfalls.

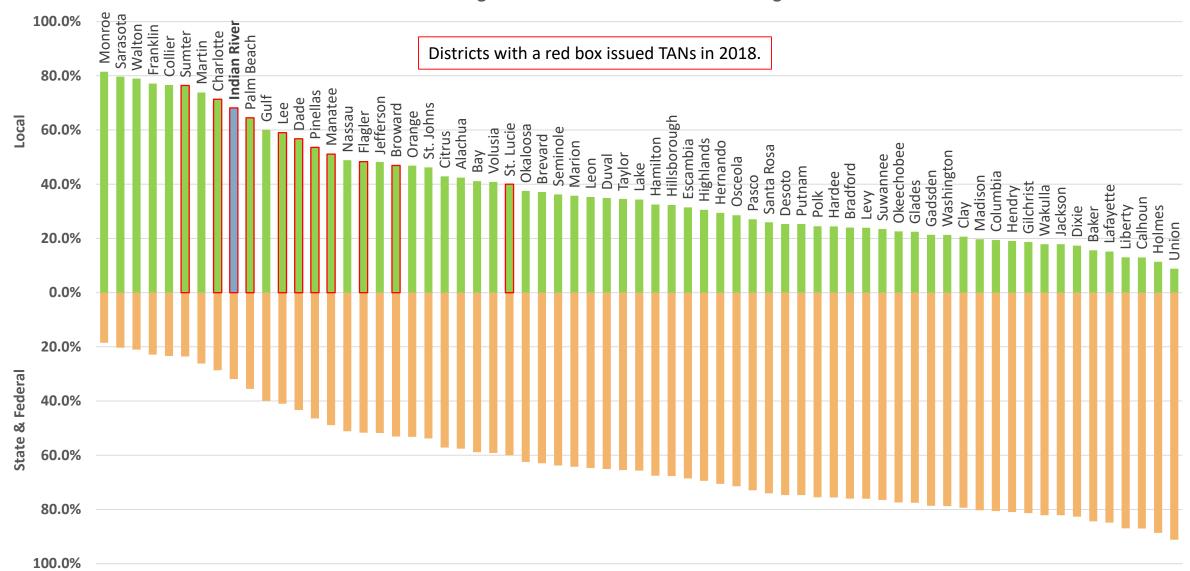
Section 1011.13, Florida Statutes, authorizes school districts to issue Tax Anticipation Notes ("TANs") to bridge such funding gaps.

TANs are short-term instruments that allow school districts to borrow enough money to eliminate anticipated funding shortfalls and to provide a reasonable working capital reserve.

Under 1011.13, TANs should be repaid during the same fiscal year in which the money is borrowed, and must repaid before the school board is authorized to borrow money in any succeeding year. This is intended to eliminate the ability of school districts to use TANs as a method of deferring operating costs to future years.

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### 2017-18 Florida School Districts General Fund Revenue Sources Percentage of Local vs. State & Federal Funding



## **Methods of Sale**

## **Public Offering**

Districts can conduct a competitive sale of their TAN, which is purchased by one or more underwriters to be resold to (typically) short-term bond funds and money market funds.

The public bond market usually provides a <u>lower interest cost</u> than commercial banks can offer, **but public offerings also incur higher costs of issuance** in the form of rating agency fees, underwriter's discount, disclosure counsel, and greater expenses (the amount of such fees and expenses varies by issuer and transaction). As a result, school districts issuing larger TANs tend to achieve greater economics through competitive public offerings.

## **Bank Loan/Line of Credit**

Districts with smaller funding gaps elect to secure a loan or line of credit from a commercial bank. Bank Loans usually incur <u>higher interest cost</u> but have <u>lower cost of issuance</u>.

Bank Loans are typical more suited for smaller amounts and for shorter terms.

# **Historical TANs**

TANs offer school districts an affordable and useful mechanism by which to avoid financial insecurity due to imperfect funding cycles.

The District has issued the following TAN's since 2009

Year	Par Amount	Closing Date	<b>Maturity Date</b>	Issue Type
2009	\$28M	10/8/2009	6/30/2010	Competitive Public Offering
2010	\$30M	10/7/2010	6/30/2011	Competitive Public Offering
2011	\$16M	11/4/2011	6/30/2012	Competitive Public Offering
2012	\$12M	11/2/2012	6/30/2013	Competitive Public Offering
2013	\$10M	10/18/2013	1/31/2014	Competitive Public Offering
2016	\$7.3M	9/29/2016	1/31/2017	Bank Loan
2018	\$10M	10/25/2018	1/1/2019	Bank Loan

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# 2019 2020 TAN

TANs offer school districts an affordable and useful mechanism by which to avoid financial insecurity due to imperfect funding cycles.

At this time we are seeking approval for the SDIRC to obtain **a TAN via a Public Offering** with the following terms:

Total Proceeds	\$15,000,000 (Not to Exceed)
Amount Due at Maturity	\$15,121,500 or Different of \$124,975
Net Interest Cost	1.24%
Fees	Approximately \$68K
Term	Eight Months Matures 4/30/2020
Investment Rate on TAN Invested Balance	2.5% or Approximately \$190K

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# **Special Thanks**

# Jon Ford

Vice President Ford & Associates Tampa, Florida

# Ritesh Patel, Esq

Nabors, Giblin & Nickerson, PA Tampa, Florida

# Tim Bargeron,

Consultant to the District

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# Any Questions

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#### **RESOLUTION #2020-02**

A RESOLUTION AUTHORIZING THE ISSUANCE OF TAX ANTICIPATION NOTES, SERIES 2019 OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA NOT EXCEEDING THE **AGGREGATE** PRINCIPAL AMOUNT OF \$15,000,000 TO PROVIDE INTERIM FUNDS FOR THE PAYMENT OF OPERATING EXPENSES OF THE DISTRICT: PLEDGING CERTAIN TAX RECEIPTS TO THE PAYMENT OF THE NOTES: AUTHORIZING CERTAIN REMEDIES TO HOLDERS OF THE NOTES AND MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING THE FORM, MATURITY DATE, AND CERTAIN PARAMETERS WITH RESPECT TO THE OTHER TERMS AND DETAILS OF THE NOTES; AUTHORIZING THE AWARDING OF SAID NOTES PURSUANT TO A PUBLIC BID; DELEGATING CERTAIN AUTHORITY TO THE SUPERINTENDENT FOR THE AWARD OF THE NOTES AND APPROVAL OF THE TERMS OF THE NOTES; APPOINTING THE PAYING AGENT AND NOTE REGISTRAR FOR SAID NOTES: AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL **STATEMENT** WITH RESPECT THERETO: AUTHORIZING THE EXECUTION AND DELIVERY OF CONTINUING DISCLOSURE **CERTIFICATE:** AUTHORIZING CERTAIN OFFICIALS OF THE BOARD TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE OF SAID NOTES; AND PROVIDING AN EFFECTIVE DATE.

# BE IT RESOLVED BY THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA:

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to the provisions of Chapter 1011, Florida Statutes and other applicable provisions of law.

**SECTION 2. DEFINITIONS.** The following terms shall have the following meanings herein, unless the text otherwise expressly requires:

- "Act" means Chapter 1011, Florida Statutes.
- **"Board"** means The School Board of Indian River County, Florida, the governing body of the District.
- "Chairman" means the Chairman of the Board, and in his or her absence or unavailability, the Vice Chairman of the Board or any other member of the Board authorized to act on his or her behalf.
  - "Code" means the Internal Revenue Code of 1986, as amended.
- "Computation Date" means any date of calculation of the Cumulative Cash Flow Deficit.
- "Continuing Disclosure Certificate" means the Continuing Disclosure Certificate to be executed by the District on or prior to the issuance of the Notes, the form of which is attached hereto as Exhibit D.
- "County" means Indian River County, Florida, a political subdivision of the State of Florida.
- "Cumulative Cash Flow Deficit" means, as of any Computation Date during the Current Fiscal Year, an amount equal to:
- (a) The amount the District will expend from the date of issuance of the Notes to such Computation Date for expenditures which would ordinarily be paid out of or financed by ad valorem taxes and other available Non Ad Valorem Funds, minus
- (b) The sum of the "available amounts," as defined in the Code (excluding proceeds of the Notes), whether in the form of cash, investments, or other amounts, which will be available for the payment of working capital expenditures of the type to be paid from the proceeds of the Notes without legislative or judicial action and without a legislative, judicial or contractual requirement that those amounts be reimbursed. Said amounts shall be measured from the date of issuance of the Notes to the Computation Date referred to in paragraph (a) above.
- "Current Fiscal Year" means the fiscal year of the District which commences July 1, 2019 and ends June 30, 2020.
- "Director of Finance" means the Director of Finance of the District and, in her absence or unavailability, such other person as may be authorized to act on her behalf.
- "District" means the School District of Indian River County, Florida, created by Article IX, Section 4 of the Constitution of Florida.

- "Financial Advisor" means Ford & Associates, Inc., Tampa, Florida.
- "Holder" or "Noteholder" means the registered owner of a Note.
- "Maturity Date" means the maturity date for the Notes as determined by the Superintendent prior to the issuance of the Notes, which date shall not be later than one year from the date of issuance of the Notes.
- "Non-Ad Valorem Funds" means all legally available funds of the District or Board derived from sources other than ad valorem taxation.
- "Note" or "Notes" means one or more of the tax anticipation notes authorized by this Resolution in substantially the form attached as Exhibit A hereto, with such modifications as shall be approved by the Superintendent or [her] designee upon the advice of Note Counsel to the District, approval of such changes to be presumed by the execution thereof by the Superintendent or his designee.
- "Note Counsel" means Nabors, Giblin & Nickerson, P.A., Tampa, Florida, or such other firm of attorneys having expertise in the state and federal laws applicable to the issuance of public securities and obligations.
- "Note Payment Fund" means the School District of Indian River County, Florida Tax Anticipation Notes, Series 2019 Note Payment Fund created by this Resolution.
- "Official Bid Proposal" means the Official Bid Proposal that complies with all of the terms and provisions of the Official Notice of Sale and which sets forth an offer to purchase the Notes at the lowest net interest cost to the District.
- "Official Notice of Sale" means the Official Notice of Sale relating to the competitive sale of the Notes, which Official Notice of Sale shall be substantially in the form attached hereto as Exhibit B.
- "Official Statement" means the Official Statement prepared on behalf of the District, dated the date of sale of the Notes and pertaining to the Notes, in substantially the form of the Preliminary Official Statement.
- "Operating Budget" means the District's operating budget for the Current Fiscal Year prepared and adopted by the Board in accordance with the Act.
- "Paying Agent" or "Note Registrar" means U.S. Bank National Association, Orlando, Florida, its successors or assigns.
- "Permitted Investments" means investments from time to time legal for District moneys pursuant to the provisions of Sections 1010.53(2) and 218.415, Florida Statutes.

"Pledged Revenues" means (a) receipts of ad valorem taxes collected by the Tax Collector of the County for the benefit of the District during the Current Fiscal Year, but only to the extent such tax receipts are levied or legally available for payment of operating expenses of the District and (b) amounts on deposit in the Note Payment Fund. "Pledged Revenues" shall not include ad valorem taxes collected to pay the principal of and interest on bonds of the District issued pursuant to Sections 1010.40-1010.55, Florida Statues, or to pay the principal of and interest on any obligations issued by the District pursuant to Section 1011.14, Florida Statutes, or otherwise levied pursuant to Section 1011.71(2), Florida Statutes.

"Preliminary Official Statement" shall mean the Preliminary Official Statement "deemed final," except as for permitted omissions, in accordance with Rule 15c2-12 of the Securities and Exchange Commission and Section 17 of this Resolution, the form of which is attached hereto as Exhibit C, with such modifications as shall be approved by the Superintendent or her designee upon the advice of Note Counsel to the District, approval of such changes to be presumed by the execution thereof by the Superintendent or her designee.

"**Principal Amount**" shall mean the principal amount of Notes issued hereunder which amount may not exceed \$15,000,000.

"Purchaser" shall mean the underwriter or underwriters that submit(s) the Official Bid Proposal accepted by the District in accordance with the terms hereof. The Purchaser shall be the initial purchaser and underwriter of the Notes.

"Record Date" shall mean the 15th day of the month (whether or not a business day) immediately preceding the Maturity Date of the Notes.

"Regulations" means the Income Tax Regulations promulgated by the Internal Revenue Service under Section 103 and Sections 141-150 of the Code of 1986.

"State" means the State of Florida.

"Summary Notice of Sale" means the Summary Notice of Sale pursuant to which the Notes shall be advertised for competitive bid, which Summary Notice of Sale shall be substantially in the form attached hereto as Exhibit E.

"Superintendent" means the Interim Superintendent of Schools of the District, Ex-Officio Secretary to the Board, and in her absence or unavailability, any Assistant Superintendent and such other persons who may be duly authorized to act on the Superintendent's behalf.

"Tentative Budget" means the proposed budget approved by the Board for the Current Fiscal Year prior to adoption of the Operating Budget.

**SECTION 3. FINDINGS.** It is hereby found, determined and declared as follows:

- (A) Pursuant to Section 1011.13, Florida Statutes, and other applicable provisions of law, the school board of any school district in the State of Florida is authorized to negotiate a current loan at any time the current school funds on hand are estimated to be insufficient to pay obligations created by such school board, in accordance with the applicable budget of such school district.
- (B) The Board has caused to be prepared a Tentative Budget reflecting the reasonable estimates of receipts and expenditures during the Current Fiscal Year.
- (C) The Board, to the extent possible, has endeavored to arrange the expenditures of the District for the Current Fiscal Year so as to make it unnecessary for the District to incur loans.
- (D) It is estimated based on the Tentative Budget that the school funds will be insufficient, at various times during the Current Fiscal Year, to satisfy obligations to be created by the Board in accordance with the Operating Budget of the District.
- (E) It is necessary for the benefit of the schools of the District for a loan to be obtained to meet the disbursement requirements of the Operating Budget, such loan to be retired from Pledged Revenues anticipated to be received in accordance with the Operating Budget and, if necessary, from the Non-Ad Valorem Funds.
- (F) The loan or loans shall be evidenced by the issuance of the Notes (or installments thereof), in the aggregate principal amount not exceeding the Principal Amount. The principal of and the interest on the Notes will be payable at maturity.
- (G) The Principal Amount shall be less than 80% of the amount to be available from taxes levied by the District for operating purposes for the Current Fiscal Year.
- (H) The Principal Amount does not exceed the Cumulative Cash Flow Deficit plus any reasonable working capital reserve not in excess of the amount permitted by Section 1.148-6(d)(3)(iii)(B) of the Regulations.
- (I) The loan or loans, as evidenced by the Notes and computed as prescribed by Section 1011.13, Florida Statutes, will be, in the aggregate, not in excess of the amount necessary for the proper operation of the schools in the District.
- (J) The Notes will be payable as to both principal and interest from the Pledged Revenues estimated in the Operating Budget to be available, and, if necessary, are additionally payable from, but are not secured by, the Non-Ad Valorem Funds. Neither the faith and credit nor the taxing power of the State of Florida, the County, or the District are pledged to the payment of the principal of or the interest on the Notes.

- (K) It is estimated that the Pledged Revenues will be sufficient to pay the principal of and interest on the Notes when due.
- (L) The Superintendent has authorized Note Counsel to prepare a Preliminary Official Statement on behalf of the District, and it is necessary and desirable that the Board delegate to the Superintendent or Director of Finance the authority to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12 of the Securities and Exchange Commission and to authorize the use of the Preliminary Official Statement and a final Official Statement in connection with the marketing and competitive sale of the Notes in accordance with the terms hereof.
- (M) It is necessary and desirable that the Notes be issued in book-entry only form and that the Superintendent be authorized to make such provision and perform such acts as are necessary to provide for the issuance of the Notes in book-entry form.
- (N) In accordance with Section 218.385, Florida Statutes, and pursuant to this Resolution, the Notes shall be advertised for competitive bids pursuant to the Summary Notice of Sale, the form of which is attached hereto as Exhibit E.
- (O) Pursuant to the Summary Notice of Sale and the Official Notice of Sale, competitive bids received on such date and time as is determined by the Superintendent in accordance with the terms and provisions of the Summary Notice of Sale and the Official Notice of Sale, shall be publicly opened.
- (P) Due to the present volatility and uncertainty of the market for tax-exempt obligations such as the Notes, it is desirable for the District to be able to advertise and award the Notes at the most advantageous time and date which shall be determined by the Superintendent; and, accordingly, the District hereby determines to delegate the advertising and awarding of the Notes to the Superintendent within the parameters described herein.
- (Q) It is necessary and appropriate that the Board determine the parameters for the terms and details of the Notes and to delegate certain authority to the Superintendent for the award of the Notes and the approval of the terms of the Notes in accordance with the provisions hereof.
- (R) In the event Note Counsel shall determine that the Notes have not been awarded competitively in accordance with the provisions of Section 218.385, Florida Statutes, the Board shall adopt such resolutions and make such findings as shall be necessary to authorize and ratify a negotiated sale of the Notes in accordance with said Section 218.385, Florida Statutes.
- **SECTION 4. RESOLUTION TO CONSTITUTE CONTRACT.** In consideration of the acceptance of the Notes authorized to be issued hereunder, this

Resolution shall be deemed to be and shall constitute a contract between the District, the Board and the Holders of any Notes. The covenants and agreement herein set forth to be performed by the District and the Board shall be for the equal benefit, protection and security of the Holder of each such Note, all of which shall be of equal rank and without preference, priority or distinction of any of such Notes over any other thereof, except as expressly provided therein and herein.

**SECTION 5. AUTHORIZATION, DESCRIPTION AND BOOK-ENTRY PROVISIONS OF THE NOTES.** For the purpose of financing the cost of obligations incurred in the ordinary operations of the District in the Current Fiscal Year, there are hereby authorized to be issued "School District of Indian River County, Florida Tax Anticipation Notes, Series 2019" in the aggregate principal amount not to exceed \$15,000,000. The exact aggregate principal amount of Notes to be issued pursuant to this Resolution shall be determined by the Superintendent in accordance with the terms of this Resolution; provided such amount shall not exceed \$15,000,000.

The Notes may be issued in one or more installments. The Notes shall be dated, shall be in denominations of \$5,000 or integral multiples thereof, as agreed to between the District and the Purchaser, shall be in fully-registered form, shall mature on the Maturity Date, as determined by the Superintendent prior to the issuance thereof, and shall bear interest from their date until maturity, calculated on a 360-day year basis (consisting of twelve 30-day months), payable at maturity at a rate not to exceed the maximum rate allowed by law, all as provided in the Official Bid Proposal. The Notes shall not be redeemable prior to maturity.

The Notes shall initially be issued in book-entry only form. The Notes shall be registered to Cede & Co., as nominee for The Depository Trust Company ("DTC"). All payments for the principal of and interest on the Notes shall be paid in lawful money of the United States of America, by check, draft or wire transfer to DTC.

To the extent permitted by the provisions of the DTC Blanket Issuer Letter of Representations executed by the District and delivered to DTC (the "DTC Blanket Letter of Representations"), the District shall issue Notes directly to beneficial owners of Notes other than DTC, or its nominee, in the event that:

- (i) DTC determines not to continue to act as the securities depository for the Notes; or
- (ii) The Board has advised DTC of its determination that DTC is incapable of discharging its duties; or
- (iii) The Board, upon compliance with applicable DTC policies and procedures, determines that it is in the best interest of the District not to continue the

book-entry system or that the interest of the beneficial owners of the Notes might be adversely affected if the book-entry system is continued.

Upon occurrence of either of the events described in clauses (i) or (iii) above (the Board undertakes no obligation to make any investigation to determine the occurrence of any events that would permit the Board to make any such determination) or if the Board fails to locate another qualified securities depository to replace DTC upon occurrence of either of the events described in clauses (i) or (ii) above, the Board shall mail a notice to DTC for distribution to the beneficial owners of the Notes stating that DTC will no longer serve as securities depository, whether a new securities depository will or can be appointed, the procedures for obtaining authenticated replacement Notes and the provisions which govern the Notes including, but not limited to, provisions regarding authorized denominations, transfer and exchange, principal and interest payments and other related matters. The DTC Blanket Letter of Representations previously executed and delivered by the District shall apply with respect to the Notes.

#### SECTION 6. EXECUTION AND AUTHENTICATION OF NOTES.

The Notes shall be executed in the name of the District by the Chairman of the Board, and attested and countersigned by the Superintendent, as Ex-Officio Secretary of the Board, and the corporate seal of the District or a facsimile thereof shall be affixed thereto or reproduced thereon. The Notes may be signed and sealed on behalf of the District by any person who at the actual time of the execution of such Notes shall hold such offices in the District, although at the date of such Notes such person may not have been so authorized. The Notes may be executed by the facsimile signatures of the Chairman or Superintendent so long as the Notes bear one manual signature.

There shall be a Certificate of Authentication of the Note Registrar on the Notes, and no Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under the provisions of this Resolution unless such certificate shall have been duly executed on such Notes. The authorized signature for the Note Registrar shall be either manual or in facsimile; provided, however, that at least one of the above signatures, including that of the authorized signature for the Note Registrar, appearing on the Notes shall be a manual signature.

**SECTION 7. NOTES MUTILATED, DESTROYED, STOLEN OR LOST.** In case any Note shall be mutilated, destroyed, stolen or lost, upon the Holder furnishing the District proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the District may prescribe and paying such expenses as the District may incur, the District shall issue and deliver a new Note of like tenor as the Note so mutilated, destroyed, stolen or lost, in lieu of or substitution for the Note, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated Note, upon surrender of such mutilated Note, if any, to the District and the cancellation thereof; provided, however, if the Note shall have matured or be about to mature, instead of issuing a substitute Note, the District may pay the same,

upon being indemnified as aforesaid, and if such Note be lost, stolen or destroyed, without surrender thereof. Any Note surrendered under the terms of this Section 7 shall be cancelled by the Superintendent.

Any such duplicate Note issued pursuant to this section shall constitute an original, additional contractual obligation on the part of the District whether or not, as to duplicate Notes, the lost, stolen or destroyed Note be at any time found by anyone, and such duplicate Note shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the special funds, as hereinafter pledged, to the same extent as the other Notes issued hereunder.

**SECTION 8. REGISTRATION AND TRANSFER OF NOTES.** The following Section 8 is subject to the provisions of the DTC Blanket Letter of Representations.

All Notes shall be and shall have all the qualities and incidents of negotiable instruments under the Uniform Commercial Code-Investment Securities Laws of the State of Florida, and each successive Holder, in accepting any of the Notes, shall be conclusively deemed to have agreed that such Notes shall be and have all of said qualities and incidents of such negotiable instruments.

There shall be a Note Registrar with respect to each series or installment of Notes, which shall be the District or a bank or trust company located within or outside of the State of Florida with corporate trust powers. The Note Registrar initially shall be U.S. Bank National Association, Orlando, Florida. The Note Registrar shall be responsible for maintaining the books for the registration of the transfer and exchange of the Notes.

All Notes presented for transfer, exchange or payment (if so required by the District or the Note Registrar) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the District or the Note Registrar, as the case may be, duly executed by the Holder or by his duly authorized attorney.

Upon surrender to the Note Registrar for transfer or exchange of any Note accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the Holder or his attorney duly authorized in writing, the Note Registrar shall deliver in the name of the Holder or the transferee or transferees, as the case may be, a new fully registered Note or Notes of authorized denominations and of the same maturity and interest rate for the aggregate principal amount which the Holder is entitled to receive.

The District and the Note Registrar may charge the Holder a sum sufficient to reimburse them for any expenses incurred in making any exchange or transfer after the first such exchange or transfer following the delivery of such Notes. The Note Registrar or the District may also require payment from the Holder or his transferee, as the case may be, of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto. Such charges and expenses shall be paid before any such new Note shall be delivered.

New Notes delivered upon any transfer or exchange shall be valid obligations of the District, evidencing the same debt as the Notes surrendered, shall be secured under this Resolution, and shall be entitled to all of the security and benefits hereof to the same extent as the Notes surrendered.

The District and the Note Registrar may treat the Holder of any Note as the absolute owner thereof for all purposes, whether or not such Notes shall be overdue, and shall not be bound by any notice to the contrary. The person in whose name any Note is registered shall be deemed the Holder thereof by the District and the Note Registrar, and any notice to the contrary shall not be binding upon the District or the Note Registrar.

Whenever any Note shall be delivered to the Note Registrar for cancellation, upon payment of the principal amount thereof, or for replacement, transfer or exchange, such Note shall be cancelled and destroyed by the Note Registrar, and counterparts of a certificate of destruction evidencing such destruction shall be furnished to the District.

**SECTION 9. FORM OF NOTES.** The text of the Notes shall be in substantially the form of Exhibit A hereto, with such modifications, deletions and insertions as may be necessary and desirable, and as may be authorized or permitted by this Resolution.

SECTION 10. SECURITY FOR NOTES; SPECIAL OBLIGATIONS OF DISTRICT. To the extent necessary to pay when due the principal of and the interest on the Notes, the Pledged Revenues are irrevocably pledged to the payment of the Notes. The Notes and the interest thereon do not constitute a general obligation or indebtedness of, or a pledge of the faith and credit of, the Board, the District, the County, the State or any political subdivision or agency thereof within the meaning of any constitutional or statutory provision or limitation but shall be payable from and secured solely by a lien upon and pledge of the Pledged Revenues in the manner provided herein and therein. If necessary, Notes are additionally payable from, but are not secured by, the Non-Ad Valorem Funds of the District. The Notes and the obligations evidenced thereby shall not constitute a lien upon any property of or in the District other than the Pledged Revenues in the manner provided in this Resolution. No Holder of the Notes shall ever have the right to compel the exercise of the ad valorem taxing power of the Board, the District, the County or the State or any political subdivision or agency thereof, other than the levy, collection and application of the Pledged Revenues, for the payment of the principal of or interest on the Notes in the manner herein and in the Notes provided.

- **NOTE PAYMENT FUND.** (a) There is hereby established SECTION 11. the "School District of Indian River County, Florida Tax Anticipation Notes, Series 2019 Note Payment Fund" (the "Note Payment Fund") to be held by the District as a separate special fund for the benefit of the Noteholders; provided that the cash required to be accounted for therein may be pooled with other funds of the District so long as adequate accounting records are maintained to reflect and control the restricted purposes of such Note Payment Fund moneys. The Note Payment Fund shall be held in trust by the District for the sole benefit of the Holders, and the Holders are granted an express lien on the moneys and/or investments held in the Note Payment Fund. The Holders of the Notes shall have no lien upon all or any portion of the Non-Ad Valorem Funds unless and until any such funds are deposited into the Note Payment Fund. The District covenants that it shall deposit sufficient monies or Permitted Investments into the Note Payment Fund no later than twenty-one (21) days prior to the Maturity Date, or the first business day thereafter, such that the balance on deposit therein will equal the amount of principal and interest becoming due on the Notes on the Maturity Date. If, on the twenty-first day preceding the Maturity Date, or the first business day thereafter, and continuously thereafter, there is not on deposit in the Note Payment Fund an amount (including Permitted Investments and the income or earnings to be received thereon) equal to all principal of and interest on the Notes at maturity, the Board shall designate the Note Payment Fund as its depository for the receipt of Pledged Revenues and continue such designation until such time as the amount in the Note Payment Fund, together with the earnings to be received thereon, is equal to all principal of and interest on the Notes at maturity.
- (b) All investments held in the Note Payment Fund shall mature on or prior to the Maturity Date. All such investments shall be valued for the purpose of this Section 11 at their principal amount, and interest income or earnings to be received on or prior to the date of maturity of the Notes shall be included in the Note Payment Fund balance for purposes of determining whether the requirements of this Section 11 have been met.
- (c) Funds in the Note Payment Fund may be invested only in Permitted Investments. Earnings on investments held in the Note Payment Fund shall be retained and reinvested in the Note Payment Fund until the amount on deposit in the Note Payment Fund together with the earnings to be received thereon, is equal to the entire principal of and interest on the Notes at their maturity. Thereafter, such earnings may be withdrawn by the District and used in the District's discretion as provided by law except as provided in Subsection 11(d) hereof.
- (d) Amounts in the Note Payment Fund, other than earnings permitted to be withdrawn by the District pursuant to Subsection 11(c) hereof, shall be applied solely to the payment of the principal of and interest on the Notes. After all such principal and interest shall have been paid, or at such time as provision for payment thereof shall have

been made pursuant to Section 15 hereof, any amounts remaining in the Note Payment Fund may be used in the District's discretion as provided by law.

- (e) No later than seven (7) days prior to the Maturity Date, the District shall, if necessary, adjust the amount on deposit in the Note Payment Fund in order to ensure that sufficient funds are on deposit therein on the Maturity Date to pay the principal of and interest on the Notes in full.
- **SECTION 12. APPLICATION OF NOTE PROCEEDS.** The proceeds of the sale of the Notes shall first be applied by the District to pay the costs of preparation and issuance of the Notes. The remaining proceeds from the sale of the Notes shall be used by the District to pay the lawful expenses of the District as the Board shall direct. The Holders of the Notes issued hereunder shall have no responsibility for the use of the proceeds of said Notes, and the use of such Note proceeds by the District shall in no way affect the rights of such Noteholders.
- **SECTION 13. COVENANTS OF DISTRICT AND BOARD.** The Board covenants on its behalf and on behalf of the District with the Holders so long as any of the Notes are outstanding and unpaid as follows, to the extent not already performed or accomplished:
- (a) to comply promptly with the Act and other applicable statutes in regard to (i) adoption of the Tentative Budget and the Operating Budget, (ii) determination of the amounts necessary to be raised for current operating purposes for the Current Fiscal Year, (iii) determination of millage necessary to be levied for current operating purposes for the Current Fiscal Year, (iv) certification of such millage to the County Property Appraiser, (v) ordering the County Property Appraiser to assess such millage, and (vi) collecting the taxes paid and due to the Board from the County Tax Collector;
- (b) in preparing, approving and adopting its Tentative Budget and Operating Budget controlling or providing for the expenditures of its funds, so long as any principal of or interest on the Notes are outstanding and unpaid, to appropriate, allot and approve, in the manner required by law from funds of the District derived from sources other than ad valorem taxes and legally available therefor, amounts sufficient to pay the principal of and interest on the Notes;
- (c) not to issue any (i) indebtedness of any kind payable from the Pledged Revenues which indebtedness is secured by a lien upon the Pledged Revenues superior to that of the Notes, (ii) obligations (other than additional installments of Notes) payable from or secured by a lien on the moneys on deposit in the Note Payment Fund, and (iii) additional obligations having an equal lien upon the Pledged Revenues if the issuance of such additional indebtedness would violate the provisions of Section 1011.13(1), Florida Statutes. Subject to the foregoing limits, the Board may issue additional obligations (including additional installments of Notes) payable from and

secured by a lien upon the Pledged Revenues on a parity with the Notes, and may issue obligations having a first lien upon moneys of the District other than the Pledged Revenues and the moneys on deposit in the Note Payment Fund; and

- (d) except as otherwise expressly provided herein, not to enter into any contract or other agreement and not to take any action by which the rights of any Holder will be impaired or diminished; and
- not to modify or amend this Resolution or any resolution amendatory (e) hereof or supplemental hereto, unless such modification or amendment would not, in the opinion of Note Counsel, have a material adverse effect on the interest of the Holders, without the consent in writing of Holders of fifty-one percent (51%) or more in principal amount of the Notes then outstanding, provided that no modification or amendment shall permit, without the consent of all the Holders, a change (i) in the maturity of the Notes or a reduction in the rate of interest thereon, (ii) in the amount of the principal obligation evidenced by the Notes, (iii) that would affect the unconditional promise of the District to collect the ad valorem tax revenues and to make the deposits to the Note Payment Fund required herein, (iv) that would reduce the percentage of Holders required above, for modifications or amendments hereto, (v) that would affect the tax covenants of the District contained in Section 14 hereof, or (vi) that would impair the obligation of the District to pay the principal of and interest on the Notes at maturity or the remedies granted herein for the enforcement of such obligation. For the purpose of Holders' voting rights or consents, the Notes owned by or held for the account of the District, directly or indirectly, shall not be counted.

Any rating agency providing a rating for the Notes shall be notified, in writing, and supplied with a copy, of any modification, amendment or supplement to this Resolution so long as the rating assigned by such rating service is in effect.

**SECTION 14. TAX COMPLIANCE.** Neither the Board, the District nor any third party over whom the Board or the District has control, will make any use of the proceeds of the Notes or the Pledged Revenues at any time during the term hereof and thereof which would cause the Notes to be "private activity bonds" within the meaning of Section 103(b)(1) of the Code or "arbitrage bonds" within the meaning of Section 103(b)(2) of the Code. The Board, on behalf of the District, covenants throughout the term of the Notes, to comply with the requirements of the Code and the Regulations, as such may be amended from time to time.

**SECTION 15. DEFEASANCE.** If, at any time the Board shall have paid, or shall have made provision for payment of the principal of and interest on the Notes then, and in that event, the pledge of and lien on the Pledged Revenues in favor of the holders of the Notes shall be no longer in effect and the Notes shall no longer be deemed to be outstanding and unpaid for the purposes of this Resolution. For purposes of the preceding sentence, deposit of Permitted Investments in irrevocable trust or pursuant to

an irrevocable letter of instruction with the State Board of Administration of the State or with a bank or trust company with corporate trust powers for the sole benefit of the Noteholders, the principal of which, together with the earnings to be received thereon, will be sufficient to make timely payment of the principal of and interest on the Notes, shall constitute provision for payment.

SECTION 16. PRELIMINARY OFFICIAL STATEMENT; OFFICIAL STATEMENT; SUMMARY NOTICE OF SALE AND OFFICIAL NOTICE OF SALE; SALE AND AWARD OF NOTES. (a) The form of, and the distribution and delivery on behalf of the District of, the Preliminary Official Statement for the Notes, in substantially the form attached hereto as Exhibit C, and the distribution and delivery to the Purchaser of the final Official Statement, substantially in the form of the Preliminary Official Statement with such changes, insertions and modifications as shall be necessary to reflect the final terms and details of the Notes, are hereby authorized and approved. The Superintendent or the Director of Finance, on behalf of the District, are each hereby authorized to deem the Preliminary Official Statement "final" for purposes of Rule 15c2-12(b)(1) of the Securities and Exchange Commission. The Chairman and the Superintendent, Ex-Officio Secretary of the Board are hereby authorized to execute and deliver the Official Statement on behalf of the District.

- (b) The forms of the Summary Notice of Sale and Official Notice of Sale attached hereto as Exhibits E and B, respectively, and the terms and provisions thereof are hereby authorized and approved. The Superintendent, on behalf of the District, is hereby authorized to make such changes, insertions and modifications as he shall deem necessary prior to the advertisement of such Summary Notice of Sale and the distribution of the Official Notice of Sale. The Superintendent is hereby authorized to advertise and publish the Summary Notice of Sale and distribute the Official Notice of Sale at such time or times as he shall deem necessary and appropriate, upon the advice of the Financial Advisor, to accomplish the competitive sale of the Notes.
- (c) The Superintendent or the Director of Finance, on behalf of the District and only in accordance with the terms hereof, shall award the Notes to the underwriter or underwriters that submit the bid which complies in all material respects with the Official Notice of Sale and offers to purchase the Notes at the lowest net interest cost to the District, as calculated by the Financial Advisor in accordance with the terms and provisions of the Official Notice of Sale.

SECTION 17. EXECUTION OF DOCUMENTS. The Chairman, Vice Chairman, Superintendent, Ex-Officio Secretary of the Board, the Director of Finance and their designee(s) are hereby authorized to execute and deliver such documents and certificates, including the Official Statement and the Notes, in addition to those expressly authorized by this Resolution, and to take such further actions as they shall deem reasonably necessary or appropriate to effect the issuance of the Notes and the other transactions contemplated by this Resolution.

Those officers are further authorized to make or effect any election, selection, choice, consent, approval, or waiver on behalf of the District with respect to the Notes as the District is permitted or required to make or give under the federal income tax laws, for the purpose of assuring, enhancing or protecting favorable tax treatment or characterization of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments of penalties thereon, or making payments in lieu thereof, or obviating such amounts or payments, as determined by such officer. Any such action of such officer shall be in writing and signed by the officer.

**SECTION 18. NOTE REGISTRAR AND PAYING AGENT AND AGREEMENT THEREFOR.** U.S. Bank National Association, Orlando, Florida is hereby appointed Note Registrar and Paying Agent hereunder. The Note Registrar and Paying Agent shall perform such duties as are more fully described herein and in the Notes.

The Note Registrar and Paying Agent shall fulfill the functions of Note Registrar and Paying Agent with respect to the Notes until a qualified successor shall have been designated by the District and accepted such duties, such designation to be subject to written notice to the Note Registrar and Paying Agent, or until the Notes have been paid in full pursuant to the terms hereof and of the Notes.

SECONDARY MARKET DISCLOSURE. SECTION 19. The District hereby covenants and agrees that, in order to provide for compliance by the District with the secondary market disclosure requirements of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate to be executed by the District and dated the date of delivery of the Notes, as it may be amended from time to time in accordance with the terms thereof. The Continuing Disclosure Certificate shall be substantially in the form attached hereto as Exhibit D with such changes, amendments, modifications, deletions and additions as shall be approved by the Superintendent who is hereby authorized to execute and deliver such Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with such Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; provided, however, to the extent allowable by law, any Noteholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section 19 and the Continuing Disclosure Certificate. Digital Assurance Certification, LLC is designated as the dissemination agent for the District with respect to the Notes.

**SECTION 20. REMEDIES.** Any Holder may sue to protect and enforce any and all rights, including the right to the appointment of a receiver, existing under the laws of the State or the United States of America or granted and contained in this Resolution, and to enforce and compel the performance of all duties required by this

Resolution or by any applicable laws to be performed by the District, the Board or by any officer thereof, and may take all steps to enforce this Resolution to the full extent permitted or authorized by the laws of the State or the United States of America.

**SECTION 21. SEVERABILITY.** If any one or more of the covenants, agreements or provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, although not expressly prohibited, or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separate from the remaining covenants, agreements or provisions of this Resolution and shall in no way affect the validity of all other provisions of this Resolution or of the Notes issued hereunder.

**SECTION 22. REPEALING CLAUSE.** All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**SECTION 23. EFFECTIVE DATE.** This Resolution shall be effective immediately upon its adoption.

Passed and Adopted at a regular meeting this 23rd day of July, 2019.

THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA, ACTING AS THE GOVERNING BODY OF THE SCHOOL DISTRICT OF INDIAN RIVE COUNTY, FLORIDA

(SEAL)	
	By:
	Chairman, The School Board of
	Indian River County, Florida
ATTEST:	• •
By:	_
Interim Superintendent/Ex-Officio Secretar	V

# **EXHIBIT A**

# FORM OF NOTE

# **EXHIBIT B**

# FORM OF OFFICIAL NOTICE OF SALE

# **EXHIBIT C**

# FORM OF PRELIMINARY OFFICIAL STATEMENT

# **EXHIBIT D**

# FORM OF CONTINUING DISCLOSURE CERTIFICATE

# **EXHIBIT E**

# FORM OF SUMMARY NOTICE OF SALE

NO. R-1 \$\_\_\_\_\_.00

# UNITED STATES OF AMERICA STATE OF FLORIDA SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA TAX ANTICIPATION NOTE, SERIES 2019

INTEREST RATE	MATURITY DATE	DATE OF ISSUE	CUSIP
%	, 2020	, 2019	
REGISTERED OWN	TER: CEDE & CO.		
PRINCIPAL AMOU	NT. AN	D 00/100 DOLL ARS	

KNOW ALL MEN BY THESE PRESENTS, that the School District of Indian River County, Florida (the "District"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date set forth above the Principal Amount set forth above, upon presentation and surrender hereof at the office of U.S. Bank National Association, Orlando, Florida, as Note Registrar and Paying Agent, plus interest from the Date of Issue at the Interest Rate set forth above on the Principal Amount set forth above until payment of said Principal Amount, such interest to be calculated on a 360-day year basis (consisting of twelve 30-day months), but solely from (a) ad valorem tax payments collected for the benefit of the District during the fiscal year of the District which commenced July 1, 2019 and ends June 30, 2020, for operating purposes (excluding certain special millage levies described in the Resolution, as defined below) and (b) amounts on deposit in the Note Payment Fund established pursuant to the Resolution (collectively the "Pledged Revenues"). This Note is additionally payable from, but is not secured by a lien upon or pledge of, the Non-Ad Valorem Funds of the District, as defined and as provided in the Resolution described below. This Note is not subject to redemption prior to maturity.

This Note is one of an authorized issue of Notes in the aggregate principal amount of \$\_\_\_\_\_ designated "School District of Indian River County, Florida Tax Anticipation Notes, Series 2019," of like date, tenor and effect issued under the authority of Chapter 1011, Florida Statutes, and other applicable provisions of law, and pursuant and subject to the terms and conditions of a resolution duly adopted by The School Board of Indian River County, Florida, the governing body of the District, on July 23, 2019 (the "Resolution"), to which reference should be made to ascertain all of the terms and conditions applicable to the Notes and which by reference thereto are fully incorporated herein.

This Note and the interest hereon is a special obligation of the District payable from and secured solely by the Pledged Revenues. This Note and the interest hereon do not constitute a general obligation or indebtedness of, or a pledge of the faith and credit of, the Board, the District, Indian River County, Florida, the State of Florida, or any political subdivision or agency thereof, within the meaning of any constitutional or statutory provision or limitation but shall be payable solely from the Pledged Revenues in the manner and to the extent provided herein and in the Resolution. It is expressly agreed by the Registered Owner of this Note that such Registered Owner shall have no right to compel the exercise of the ad valorem taxing power of the Board, the District, Indian River County, Florida, the State of Florida, or any political subdivision or agency thereof, except from the Pledged Revenues, to provide for payment of principal of or interest on this Note.

It is further agreed between the District and the Holder of this Note that this Note and the obligation evidenced hereby shall not constitute a lien upon any property of or in the District, other than the Pledged Revenues, in the manner and to the extent provided in the Resolution.

This Note is and has all the qualities and incidents of a negotiable instrument under the Uniform Commercial Code - Investment Securities law of the State of Florida. The District and the Paying Agent may treat the registered owner of this Note as the absolute owner hereof for all purposes, whether or not this Note be overdue, and the District and the Paying Agent shall not be affected by notice to the contrary.

The District has reserved the right in the Resolution to issue additional obligations having an equal lien on the Pledged Revenues with the lien of the Notes provided certain conditions stated in the Resolution are met and to defease the lien of the Notes upon the Pledged Revenues upon making provision for payment thereof as provided in the Resolution. The District has further covenanted in the Resolution not to issue any obligations (other than additional installments of the Notes) payable from or having a lien on the moneys on deposit in the Note Payment Fund.

The District has established a book-entry system of registration for the Notes. Except as specifically provided otherwise in the Resolution, an agent will hold this Note on behalf of the beneficial owners hereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owners of this Note shall be deemed to have agreed to such arrangement.

This Note may be transferred or exchanged upon the terms and conditions specified in the Resolution.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent

to and in the issuance of this Note, have happened, exist and have been performed in regular and due form and time as so required.

This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been duly executed by the Note Registrar.

**IN WITNESS WHEREOF,** the School District of Indian River County, Florida, acting by and through The School Board of Indian River County, Florida, has caused this Note to be manually signed by the Chairman of the School Board and attested by the Interim Superintendent, Ex-Officio Secretary of the School Board, and its seal to be impressed, hereon, all as of the Date of Issue.

	THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA
(SEAL)	,
	By:
	Chairman, The School Board of Indian
	River County, Florida
ATTEST:	·
Interim Superintendent/Ex-O	fficio Secretary,
The School Board of Indian I	River County, Florida

# **CERTIFICATE OF AUTHENTICATION**

This Note is one of the Notes of the issue described in the within-mentioned Resolution.

Resolution.	
	U.S. BANK NATIONAL ASSOCIATION, as Registrar
]	By: Assistant Vice President
Date of Authentication:, 2019.	

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the District or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

#### **ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers to

nee)
d appointstration thereof, with full power
: The signature to this nt must correspond with the the Registered Owner as it upon the face of the within Note particular, without alteration or ent or change whatever and the Security or other identifying of such assignee must be
S

The following abbreviations, when used in the inscription on the face of the within note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in co TEN ENT - as tenants by the		<ul> <li>as joint tenants with right of survivorship and not as tenants in common</li> </ul>
	UNIF T	RANS MIN ACT
		(Cust.)
	Custodia	an for
		(Minor)
	under U	niform Transfers to Minors Act
	of	
		(State)

Additional abbreviations may also be used though not in list above.

#### OFFICIAL NOTICE OF SALE

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA TAX ANTICIPATION NOTES SERIES 2019

The Notes shall be issued in fully registered, book-entry-only form through a program qualified with The Depository Trust Company, New York, New York ("DTC"), as depository. The Notes shall be registered in the name of Cede & Co., as nominee for DTC, and shall be payable with respect to both principal and interest by U.S. Bank National Association, Orlando, Florida, as Registrar and Paying Agent, directly to such registered owner.

The Notes will not be redeemable prior to their stated date of maturity.

#### **PURPOSE**

The Notes will be issued for the purpose of temporarily financing part of the operating costs of the Issuer for its current fiscal year.

#### **AUTHORITY**

The Notes will be issued under the authority of Chapter 1011, Florida Statutes, pursuant to and subject to the terms and conditions of a Resolution adopted by the Governing Body on July 23, 2019.

#### **SECURITY FOR NOTES**

The Notes will be special obligations of the Issuer, payable from and secured by the ad valorem tax payments collected for operating purposes of the Issuer during its fiscal year ending June 30, 2020 (excluding ad valorem taxes collected to pay the principal of and interest on any bonds of the Issuer authorized and issued pursuant to Sections 1010.40-1010.55, Florida Statutes, or to pay the principal of and interest on any obligations issued by the Governing Body pursuant to Section 1011.14, Florida Statutes or otherwise levied pursuant to Section 1011.71(2), Florida Statutes) (collectively, the "Pledged Revenues"); and, if necessary, will be additionally payable from, but will not be secured by, all legally available funds of the Issuer derived from sources other than ad valorem taxation (the "Non-Ad Valorem Funds"), the enforceability of all of which will be subject to bankruptcy laws and other laws affecting creditors' rights, and the exercise of judicial discretion.

#### INTEREST RATE AND BIDDING DETAILS

Bidders shall specify a rate of interest (computed on a 360-day year basis consisting of twelve 30-day months) in a multiple of 1/100 of 1% per annum.

The Issuer reserves the right to reject any and all bids, to waive any informality in any bid, to take any action adjourning or postponing the sale of the Notes or to take any other action the Governing Body may deem to be in the best interest of the Issuer.

#### PROCEDURES FOR BIDDING

Electronic Bidding Procedure

Bidders must submit bids via the Parity System. Subscription to the Parity System is required in order to submit an electronic bid. The Issuer will neither confirm any subscriptions nor be responsible for any failure of a prospective bidder to subscribe.

Additional information concerning bidding through the Parity System may be directed to Parity Customer Service at (212) 849-5021.

If the Issuer selects a winning bid, then the winning bidder must submit a "Good Faith Deposit" (the "Deposit") to the Issuer in the form of a wire transfer in the amount of \$\_\_\_\_\_ not later than 2:00 p.m., Eastern Daylight Savings Time on the business day following the award. See " - Submission of Deposit" below.

#### Disclaimer

Each prospective electronic bidder shall be solely responsible for submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the Issuer nor the Parity System shall have any duty or obligation to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the Issuer nor the Parity System shall be responsible for a bidder's failure to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, the Parity System. The Issuer is using the Parity System as a communication mechanism, and not as the Issuer's agent, to conduct the electronic bidding for the Notes. The Issuer is not bound by any advice and determination of the Parity System to the effect that any particular bid complies with the terms of this Official Notice of Sale. All costs and expenses incurred by prospective bidders in connection with their registration and submission of bids via the Parity System are the sole responsibility of the bidders; and the Issuer is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in registering to bid or submitting, modifying or withdrawing a bid for the Notes, he should immediately telephone Parity Customer Service at (212) 849-5021 and notify the Issuer's Financial Advisor, Jon Ford at Ford & Associates, Inc., at (813) 874-6621.

#### Submission of Electronic Bids

The Issuer will accept electronic bids only. Electronic bids must be submitted for the purchase of all or none of the Notes via the Parity System to the Parity System terminal in the office of the Director of Finance up to 11:00 a.m., Eastern Daylight Savings Time, on \_\_\_\_\_\_\_\_, 2019, unless postponed as described herein. Prior to that time, an eligible prospective bidder may (1) input the proposed terms of its bid, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Notes or (3) withdraw its proposed bid. Once the bids are communicated electronically via Parity System to the Issuer care of the Director of Finance each bid will constitute an irrevocable offer to purchase the Notes on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on Parity System shall constitute the official time. For information purposes only, bidders are requested to state in their bids the true interest cost to the Issuer, represented by the rate or rates of interest and the

bid price specified in their respective bids. By submitting a bid in accordance with this Official Notice of Sale, each bidder represents that it has an established industry reputation for underwriting new issuances of municipal bonds.

Submission of Non-Electronic Bids Prohibited

#### The Issuer will not accept non-electronic bids.

Submission of Deposit

If the Issuer selects a winning bid, then such winning bidder is required to submit its Deposit to the Issuer in the form of a wire transfer not later than 2:00 p.m., Eastern Daylight Savings Time on the business day following the award. The Deposit of the winning bidder will be collected and the proceeds thereof retained by the Issuer to be applied as partial payment for the Notes and no interest will be allowed or paid upon the amount thereof, but in the event the winning bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

Notwithstanding anything herein to the contrary, the Issuer will not accept any bids and will not issue the Notes unless the Notes satisfy the preconditions for issuance of the Notes established by the Resolution.

Amendment of Notice

The Issuer reserves the right to modify or amend this Official Notice of Sale. Any bid submitted shall be in accordance with, and incorporate by reference, this Official Notice of Sale, including any revisions made pursuant to this paragraph. Such modifications or amendments shall be communicated through TM3 News Wire as soon as practicable.

#### PURCHASER'S CERTIFICATION REGARDING INITIAL OFFERING PRICE.

- (a) The winning bidder shall assist the Issuer in establishing the issue price of the Notes and shall execute and deliver to the Issuer at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Notes, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the Issuer and Note Counsel.
- (b) The Issuer intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Notes) will apply to the initial sale of the Notes (the "competitive sale requirements") because:

- (1) the Issuer shall disseminate this Official Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
  - (2) all bidders shall have an equal opportunity to bid;
- (3) the Issuer may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Issuer anticipates awarding the sale of the Notes to the bidder who submits a firm offer to purchase the Notes at the lowest interest cost, as set forth in this Official Notice of Sale.

Any bid submitted pursuant to this Official Notice of Sale shall be considered a firm offer for the purchase of the Notes, as specified in the bid. BY SUBMITTING A BID FOR THE NOTES, A BIDDER REPRESENTS AND WARRANTS TO THE ISSUER THAT THE BIDDER HAS AN ESTABLISHED INDUSTRY REPUTATION FOR UNDERWRITING NEW ISSUANCES OF MUNICIPAL BONDS SUCH AS THE NOTES AND SUCH BIDDER'S BID IS SUBMITTED FOR AND ON BEHALF OF SUCH BIDDER BY AN OFFICER OR AGENT WHO IS DULY AUTHORIZED TO BIND THE BIDDER TO A LEGAL, VALID AND ENFORCEABLE CONTRACT FOR THE PURCHASE OF THE NOTES. Once the bids are communicated electronically via the Parity System to the Issuer, each bid will constitute an irrevocable offer to purchase the Notes on the terms herein and therein provided.

- (c) In the event that the competitive sale requirements are not satisfied, the Issuer shall so advise the winning bidder, and in that case, the Issuer shall treat the first price at which 10% of the Notes (the "10% test") is sold to the public as the issue price. The winning bidder shall advise the Issuer if the Notes satisfy the 10% test as of the date and time of the award of the Notes. The Issuer will not require bidders to comply with the "hold-the-offering-price rule" and therefore does not intend to use the initial offering price to the public as of the sale date of the Notes as the issue price of the Notes. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied. Bidders should prepare their bids on the assumption that the Notes will be subject to the 10% test in order to establish the issue price of the Notes.
- (d) If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to the Notes, the winning bidder agrees to promptly report to the Issuer the prices at which the Notes have been sold to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Notes or until all Notes have been sold to the public.

- By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to report the prices at which it sells to the public the unsold Notes allotted to it until it is notified by the winning bidder that either the 10% test has been satisfied as to the Notes or all Notes have been sold to the public, if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Notes to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Notes to the public to require each broker-dealer that is a party to such retail distribution agreement to report the prices at which it sells to the public the Notes until it is notified by the winning bidder or such underwriter that either the 10% test has been satisfied as to the Notes or all Notes have been sold to the public, if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.
- (f) Sales of any Notes to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Official Notice of Sale. Further, for purposes of this Official Notice of Sale:
  - (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Notes to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the public),
- (iii) a purchaser of any of the Notes is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date that the Notes are awarded by the Issuer to the winning bidder.

# DISCLOSURE AND OTHER OBLIGATIONS OF PURCHASER

The winning bidder must complete the Truth-In-Bonding and Disclosure Statement provided by Note Counsel (the form of which is attached hereto as Exhibit A).

Furthermore, the purchaser shall advise the underwriting department of DTC, not less than seven business days prior to the Note closing, of the closing date, CUSIP identification number and interest rate borne by the Notes.

# **CUSIP NUMBERS**

CUSIP identification numbers and CUSIP Service Bureau charges for assignment of the numbers will be the responsibility of the Issuer's Financial Advisor, but any delay, error or omission with respect thereto shall not constitute cause for a failure or refusal by the winning bidder to accept delivery of and pay for the Notes in accordance with the terms of this Official Notice of Sale. It is also anticipated that the Notes will be in bookentry form with The Depository Trust Company to act as the Noteholders' nominee pursuant to the terms of the Resolution. All expenses in relation to the printing of CUSIP numbers on the Notes will be paid for by the Issuer; provided, however, that the CUSIP Service Bureau charge for the assignment of said numbers will be the responsibility of and will be paid for by the successful bidder. It shall be the responsibility of the winning bidder to obtain eligibility for the Notes with The Depository Trust Company.

#### **DELIVERY OF NOTES**

Delivery of and payment for the Notes is expected to be made within 10 business days from the sale date in New York, New York, or such other place and time mutually acceptable to the purchaser and the Issuer. Payment of the balance of the purchase price, plus accrued interest, if any, shall be made to the Issuer at the closing in Federal Reserve Funds of the United States of America.

The legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida ("Note Counsel") will be furnished without charge to the purchaser at the time of delivery. For a further discussion of the content of that opinion, see the Preliminary Official Statement for the Notes.

There will also be furnished at the time of delivery of the Notes, a closing transcript, including a certificate of the Issuer (which may be included in a consolidated closing certificate) relating to the accuracy and completeness of the Official Statement; and stating, among other things, that there is no known litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened at the time of delivery of the Notes, to restrain or enjoin or seeking to restrain or enjoin the issuance and

delivery of the Notes or affecting the validity of the Notes, and that the Preliminary Official Statement is deemed final for purposes of SEC Rule 15c2-12 (the "SEC Rule").

#### CONTINUING DISCLOSURE

The Issuer has covenanted and agreed in the Resolution for the benefit of the holders of the Notes to provide certain continuing disclosure information pursuant to the SEC Rule. See the Preliminary Official Statement for the Notes for further discussion of such covenant. Digital Assurance Certification, LLC serves as dissemination agent.

# OFFICIAL STATEMENT

The Issuer shall furnish at its expense within seven business days after the Notes have been awarded to the purchaser, and in sufficient time to accompany any confirmation of the purchaser that requests payment from any customer, a sufficient number of copies of the final Official Statement, which, in the judgment of the Financial Advisor to the Issuer, will permit the purchaser to comply with applicable SEC and MSRB rules.

#### ADDITIONAL INFORMATION

Copies of the Preliminary Official Statement to be "deemed final" (except for permitted omissions) by the Issuer in accordance with the SEC Rule and other information may be obtained from Mr. Jon Ford, Ford & Associates, Inc., 109 MacDill Avenue, Tampa, Florida 33609, telephone - (813) 874-6621; telecopy - (813) 874-6624; Financial Advisor to the Issuer.

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

By: /s/ Dr. Susan Moxley

Interim Superintendent of Schools

# FORM OF TRUTH-IN-BONDING AND DISCLOSURE STATEMENT

	20	19

The School Board of Indian River County, Florida Vero Beach, Florida
Re: \$ School District of Indian River County, Florida Tax Anticipation Notes, Series 2019
Dear Board Members:
The purpose of the following two paragraphs is to furnish, pursuant to the provisions of Sections 218.385(2) and (3), Florida Statutes, the truth-in-bonding statement required thereby, as follows:
(a) The School District of Indian River County, Florida (the "District") is proposing to issue \$ aggregate principal amount of the above-referenced Notes for the purpose of temporarily financing part of its current operation costs, as more fully described in the Official Notice of Sale relating to the Notes. This obligation is expected to be repaid over a period of less than one year. At a true interest cost of approximately%, total interest paid over the life of the obligation will be approximately \$
(b) The Notes are special obligations of the District, payable from and secured by certain ad valorem tax payments collected for operating purposes of the Issuer during the fiscal year ending June 30, 2020 and, if necessary, will be additionally payable from but will not be secured by a lien upon or pledge of, all legally available funds of the Issuer derived from sources other than ad valorem taxation. Authorizing this debt or obligation will result in approximately \$
(c) Furthermore, pursuant to Section 218.386, Florida Statutes, the names, addresses and estimated amounts of compensation of any person who has entered into an understanding with the managing underwriter or, to the managing underwriter's knowledge, the District, or both, for any paid or promised compensation or valuable consideration, directly or indirectly, expressly or implied, to act solely as an intermediary between the District and managing underwriter or who exercises or attempts to exercise

•	saction in the purchase of the Notes are set forth below i rmation is provided below, the District shall presum
0 0 1	ed for information purposes only and shall not affect of
control the actual terms and con-	ditions of the Bonds.  Very truly yours,
	By:Authorized Signatory

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA TAX ANTICIPATION NOTES, SERIES 2019 ISSUE PRICE CERTIFICATE

The undersigned, on behalf of [NAME OF UNDERWRITER] ("[SHORT NAME OF UNDERWRITER]"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned, single maturity obligations (the "Notes").

Select appropriate provisions below

- 1. [Alternative 1-Competitive Sale Rule Applies] Reasonably Expected Initial Offering Price.
  - (a) As of the Sale Date, the reasonably expected initial offering price of the Notes to the Public by [SHORT NAME OF UNDERWRITER] is \$\_\_\_\_\_\_\_ (the "Expected Offering Price"). The Expected Offering Price is the price for the Notes used by [SHORT NAME OF UNDERWRITER] in formulating its bid to purchase the Notes. Attached as Schedule A is a true and correct copy of the bid provided by [SHORT NAME OF UNDERWRITER] to purchase the Notes.
  - (b) [SHORT NAME OF UNDERWRITER] was not given the opportunity to review other bids prior to submitting its bid.
  - (c) The bid submitted by [SHORT NAME OF UNDERWRITER] constituted a firm offer to purchase the Notes.
- 1. [Alternative 2-Notes sold under General Rule]. Sale of the Notes. As of the date of this certificate, the first price at which at least 10% of the Notes was sold to the Public is \$\_\_\_\_\_.

# 2. **Defined Terms**.

- (a) District means School District of Indian River County Florida.
- (b) *Maturity* means Notes with the same credit and payment terms. Notes with different maturity dates, or with the same maturity date but different stated interest rates, would be treated as separate Maturities.
- (c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d)	Sale Date means th	ne first day on	which there	is a binding	contract in
writing for th	e sale of the Notes.	The Sale Dat	te of the Notes	s is	, 2019.

(e) Underwriter means (i) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents [SHORT NAME OF UNDERWRITER]'s interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the District with respect to certain of the representations set forth in the Certificate as to Arbitrage and Certain Other Tax Matters and with respect to compliance with the federal income tax rules affecting the Notes, and by Nabors, Giblin & Nickerson, P.A., Note Counsel, in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Notes.

Dated:, 2019.	[UNDERWRITER]
	By: Name:

# PRELIMINARY OFFICIAL STATEMENT DATED \_\_\_\_\_\_, 2019

NEW ISSUE: FULL BOOK-ENTRY

Rating: Moody's: "\_\_\_\_"
(See "NOTE RATING" herein)

In the opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Note Counsel, under existing statutes, regulations, rulings and court decisions and subject to the conditions described herein under "TAX EXEMPTION," interest on the Notes is (a) excludable from gross income of the owners thereof for federal income tax purposes except as otherwise described herein under the caption "TAX EXEMPTION," and (b) not an item of tax preference for purposes of the federal alternative minimum tax. Such interest also may be subject to other federal income tax consequences referred to herein under "TAX EXEMPTION." See "TAX EXEMPTION" herein for a general discussion of Note Counsel's opinion and other tax considerations.

# \$\_\_\_\_\_\* SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA TAX ANTICIPATION NOTES, SERIES 2019

Dated: Date of Delivery Due: \_\_\_\_\_\_, 2020

The Tax Anticipation Notes, Series 2019 (the "Notes"), of the School District of Indian River County, Florida (the "District") will be issued under the authority of Section 1011.13, Florida Statutes, and pursuant to and subject to the terms and conditions of a resolution adopted by The School Board of Indian River County, Florida on July 23, 2019 (the "Resolution"), authorizing the issuance of the Notes. The Notes will be issued in fully registered form in denominations of \$5,000 or any integral multiple thereof and, when issued, will be initially registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). The Notes will be deposited with DTC, which will be responsible for maintaining a bookentry only system for recording the interests of its participants, which, in turn, will be responsible for maintaining records with respect to beneficial ownership interests of individual purchasers of the Notes. Purchasers of the Notes (the "Beneficial Owners") will not receive physical delivery of note certificates. As long as Cede & Co. is the registered owner of the Notes, principal and interest payments will be made by U.S. Bank National Association, Orlando, Florida, as Registrar and Paying Agent, directly to Cede & Co., as the registered owner. DTC will, in turn, remit such payments to its participants for subsequent disbursement to the Beneficial Owners. Interest on the Notes will be paid at maturity.

The Notes are not subject to redemption prior to maturity.

PAYMENT FOR THE PRINCIPAL AND INTEREST ON THE NOTES WILL BE MADE IN IMMEDIATELY AVAILABLE FUNDS (FEDERAL FUNDS).

Interest Rate:	_% Yi	eld:%	Initial CUSIP No.:	
lien upon (a) receipt valorem taxes collect pursuant to Section interest on any oblic Statutes; or otherw (b) amounts on depo	ts of ad valored ted to pay the s 1010.40-101 gations issued rise levied pure osit in the Note the from, but no	m taxes colle principal of a 0.55, Florida by the Distribution Search Function by secured by	es shall be payable from and secured ected for operating purposes (excluding and interest on bonds of the District in Statutes; or to pay the principal of the pursuant to Section 1011.14, Fluction 1011.71(2), Florida Statutes, and for the Notes; and, if necessary shall be payable funds of the District.	ing adissued of and lorida ()
not a summary of	f this issue. ng the append	Potential ir lices, to obta	ormation for quick reference only.  nvestors must read the entire Of  ain information essential to the ma	fficial
PROVISIONS OF T SCHOOL BOARD EASTERN STAND BIDCOMP PARITY OFFICIAL STATES	THE OFFICIAL OF INDIAN DARD TIME Y® COMPET MENT SHALI PURPOSES	L NOTICE C N RIVER C ON ITIVE BIDD L BE "DEEM OF AND E	THE NOTES PURSUANT TO OF SALE WILL BE RECEIVED BY COUNTY, FLORIDA, AT 11:00	THE A.M., THE VARY AS OF
by the purchaser of Giblin & Nickerson passed upon for the Florida, School Bod Financial Advisor to	f the Notes and P.A., Tampa, District by Garard Attorney. In the District.	nd subject to Florida, Now Arganese, We Ford & Asso It is expecte	form, when, as, and if issued and record the approving legal opinion of Native Counsel. Certain legal matters we wiss, D'Agresta & Salzman, P.A., Orlociates, Inc., Tampa, Florida is servited that settlement for the Notes will by York on or about	abors, vill be lando, ing as occur
Dated:	_, 2019.			
*Preliminary, subject	— et to change.			

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

# **BOARD MEMBERS**

Laura Zorc, Chairman
Tiffany M. Justice, Vice Chairman
Dr. Mara Schiff
Jacqueline Rosario
Teri L. Barenborg

# INTERIM SUPERINTENDENT OF SCHOOLS AND EX-OFFICIO SECRETARY TO THE BOARD

Dr. Susan Moxley

# **CHIEF FINANCIAL OFFICER**

Ronald A. Fagan

# **DIRECTOR OF FINANCE**

Kim Copeman

# **COUNSEL TO THE BOARD**

Garganese, Weiss, D'Agresta & Salzman, P.A. Orlando, Florida

# NOTE COUNSEL/DISCLOSURE COUNSEL

Nabors, Giblin & Nickerson, P.A. Tampa, Florida

# FINANCIAL ADVISOR

Ford & Associates, Inc. Tampa, Florida This Official Statement does not constitute an offer to sell the Notes in any state or other jurisdiction to any person to whom it is unlawful to make such offer in such state or jurisdiction. No dealer, salesman or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Notes, and if given or made, such information or representation must not be relied upon.

The information set forth herein has been furnished by the District, and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by the District or anyone acting on its behalf with respect to the information provided by other sources. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the Notes made hereunder shall, under any circumstances, except as stated herein, create any implication that there has been no change in the affairs of the District since the date hereof.

The Notes have not been registered under the Securities Act of 1933, as amended (the "Securities Act") in reliance upon exemptions contained in the Securities Act, will not be listed on any stock or securities exchange and neither the Securities and Exchange Commission nor any other Federal, state, municipal or other governmental entity, other than the School Board, has passed upon the accuracy or adequacy of this Official Statement.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITES: WWW.I-DEALPROSPECTUS.COM AND WWW.EMMA.MSRB.ORG. THIS OFFICIAL STATEMENT SHOULD BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY DIRECTLY FROM SUCH WEBSITES.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

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# PRELIMINARY OFFICIAL STATEMENT Relating to

# \$\_\_\_\_\_\* SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA Tax Anticipation Notes, Series 2019

# **INTRODUCTION**

This Official Statement, including the cover page and the appendices, is provided by The School Board of Indian River County, Florida (the "School Board" or "Board"), the governing body of the School District of Indian River County, Florida (the "District"), a public body corporate and politic established and existing pursuant to Section 4, Article IX of the Florida Constitution and the laws of the State of Florida (the "State"), including, particularly, Chapter 1001, Florida Statutes, in connection with the issuance and sale of the District's \$\_\_\_\_\_\_\* Tax Anticipation Notes, Series 2019 (the "Notes"). The Notes are being issued pursuant to Section 1011.13, Florida Statutes and a resolution adopted by the School Board on July \_\_\_, 2019 (the "Resolution"), in anticipation of the receipt by the District of certain revenues during the fiscal year which commenced July 1, 2019, and ends June 30, 2020 (the "2019/20 Fiscal Year"). See "SECURITY FOR THE NOTES" herein. The issuance of the Notes is consistent and in accordance with the District's annual financial planning procedures. The proceeds of the Notes may only be used to pay operating expenditures incurred or accrued during the 2019/20 Fiscal Year.

The District derives its revenues primarily from State educational funds and from ad valorem taxes levied by the District on taxable property located in Indian River County, Florida (the "County") for the support of public schools. See "OPERATING REVENUES OF THE DISTRICT" herein. The Notes are special obligations of the District and are secured as to principal and interest by a pledge of the receipts from the ad valorem property taxes levied for the purpose of operations during the 2019/20 Fiscal Year. If necessary, the Notes will additionally be payable from, but are not secured by, legally available funds of the District derived from sources other than ad valorem taxation. See "SECURITY FOR THE NOTES" and "AD VALOREM TAX PROCEDURES" herein.

Pursuant to the Resolution, the District covenants to deposit said ad valorem tax receipts in a note payment fund (the "Note Payment Fund") to be maintained and monitored by the District, no later than twenty-one (21) days prior to the maturity date of the Notes in an amount equal to the principal of and interest on the Notes due at maturity. See "SECURITY FOR THE NOTES – Note Payment Fund" herein.

<sup>\*</sup>Preliminary, subject to change

The District has covenanted and agreed for the benefit of the holders of the Notes to provide notices of certain material events pursuant to Rule 15c2-12 of the Securities and Exchange Commission. See "CONTINUING DISCLOSURE" herein.

This Official Statement contains information concerning the District, the School Board, its finances, the sources of payment of the Notes and certain provisions contained in the Notes and the Resolution. All references herein to the Resolution, other agreements, documents and laws are qualified in their entirety by reference to the Resolution and each such agreement, document or law, and all references to the Notes are further qualified by reference to the definitive form thereof and information with respect thereto contained in the Resolution. A copy of the Resolution is attached hereto as APPENDIX C. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolution, unless the context clearly indicates a different meaning is intended.

# **DESCRIPTION OF THE NOTES**

# **Purpose of Issue**

The Note proceeds will be used to pay operating expenses of the District prior to the receipt of budgeted revenues. Imbalances in the District's cash flow result from the timing of the receipt of ad valorem property taxes.

#### **BOOK-ENTRY-ONLY SYSTEM**

THE INFORMATION IN THIS SECTION CONCERNING DTC AND DTC'S BOOK-ENTRY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE DISTRICT BELIEVES TO BE RELIABLE, BUT THE DISTRICT DOES NOT TAKE ANY RESPONSIBILITY FOR THE ACCURACY THEREOF.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered note will be issued for the Notes and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants (the "Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (the "Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC's records. The ownership interest of each actual purchaser of Notes ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual

Beneficial Owners of the Notes. DTC's records reflect only the identity of the Direct Participants to whose accounts such Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping an account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements made among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as defaults, and proposed amendments to the legal documents. For example, Beneficial Owners of Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Paying Agent and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments on the Notes will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Paying Agent, on a payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, the School Board or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of the Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Notes are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Notes will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but takes no responsibility for the accuracy thereof.

#### SECURITY FOR THE NOTES

# General

The Notes are special obligations of the District, payable from (a) receipts of ad valorem taxes (the "Tax Receipts") collected by the Indian River County Tax Collector for the benefit of the District during the 2019/20 Fiscal Year, but only to the extent such tax receipts are levied or legally available for payment of operating expenses of the District and (b) amounts on deposit in the Note Payment Fund (collectively, the "Pledged Revenues"). Pledged Revenues shall not include ad valorem taxes collected to pay the principal of and interest on obligations of the District issued pursuant to Sections 1010.40-1010.55, Florida Statutes, or to pay the principal of and interest on any obligations issued by the District pursuant to Section 1011.14, Florida Statutes, or otherwise levied pursuant to Section 1011.71(2), Florida Statutes. If necessary, the Notes are additionally payable from, but are not secured by, the Non-Ad Valorem Funds of the District (defined in the Resolution as all legally available funds of the District or the Board derived from sources other than ad valorem taxation).

NO OWNER OF ANY OF THE NOTES SHALL EVER HAVE THE RIGHT TO REQUIRE OR COMPEL THE EXERCISE OF THE AD VALOREM TAXING POWER OF THE SCHOOL BOARD, THE DISTRICT, THE COUNTY, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION OR AGENCY THEREOF, OR TAXATION IN ANY FORM ON ANY PROPERTY THEREIN FOR PAYMENT THEREOF, OR BE ENTITLED TO PAYMENT OF SUCH PRINCIPAL AND INTEREST FROM ANY OTHER FUNDS OF THE BOARD OR THE DISTRICT, EXCEPT FOR THE PLEDGED REVENUES AND ANY NON-AD VALOREM FUNDS DEPOSITED IN THE NOTE PAYMENT FUND.

The School Board may issue additional obligations (including additional installments of Notes) payable from and secured by a lien upon the Pledged Revenues on a parity with the Notes, and may issue obligations having a first lien upon moneys of the District other than the Pledged Revenues and the moneys on deposit in the Note Payment Fund. The School Board covenants in the Resolution that it will not issue any (i) indebtedness of any kind payable from the Pledged Revenues which indebtedness is secured by a lien upon the Pledged Revenues superior to that of the Notes, (ii) obligations (other than additional installments of Notes) payable from or secured by a lien on the

moneys on deposit in the Note Payment Fund, and (iii) additional obligations having an equal lien upon the Pledged Revenues if the issuance of such additional indebtedness would violate the provisions of Section 1011.13(1), Florida Statutes.

# **Note Payment Fund**

In accordance with the terms of the Resolution, the District has established a fund designated the "Note Payment Fund." The District will make or cause to be made deposits of the Pledged Revenues and other revenues in the amount and by the date provided in the Resolution, as summarized below, into the Note Payment Fund to ensure the timely payment of the principal of and interest on the Notes.

The Tax Receipts will be received periodically throughout the 2019/20 Fiscal Year. Pursuant to the Resolution, the District has covenanted to deposit the Tax Receipts into the Note Payment Fund in a sufficient amount so that no later than twenty-one (21) days prior to the Maturity Date of the Notes, or the first business day thereafter, the balance on deposit therein will equal the amount of principal and interest on the Notes at maturity.

If, on the twenty-first day preceding the Maturity Date of the Notes, or the first business day thereafter, and continuously thereafter, there is not on deposit in the Note Payment Fund an amount (including investments and the income or earnings to be received thereon) equal to all principal of and interest on the Notes at maturity, the Board shall designate the Note Payment Fund as its depository for the receipt of Pledged Revenues and continue such designation until such time as the amount in the Note Payment Fund, together with the earnings to be received thereon, is equal to all principal of and interest on the Notes at maturity.

Moneys on deposit in the Note Payment Fund shall be held solely for the payment of the Notes. Pending disbursement upon the Maturity Date of the Notes, such moneys may be invested, pursuant to the Resolution, at the direction of the District in investments which are, under Florida law, legal for the investment of surplus funds of school districts. Earnings on investments held in the Note Payment Fund shall be retained and reinvested in the Note Payment Fund until the amount on deposit in the Note Payment Fund, together with the earnings to be received thereon, is equal to the entire principal of and interest on the Notes at their maturity. Thereafter, such earnings may be withdrawn by the District and used in the District's discretion as provided by law except as otherwise provided in the Resolution.

The proceeds of the Notes are not pledged as security for payment of principal of and interest on the Notes and will be expended by the District to pay the costs of issuance of the Notes and to pay the obligations created by the District in accordance with its operating budget for the 2019/20 Fiscal Year. The holders of the Notes will have no

responsibility for the use of the proceeds of the Notes, and the use of such proceeds by the District will in no way affect the rights of such Noteholders.

# SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

The District is organized under Section 4, Article IX, of the Constitution of Florida and Chapter 1001, Florida Statutes. The District is coterminous with Indian River County, Florida (the "County"). For Fiscal Year 2018/19, the District budget included 27 schools (including five charter schools), 17,319 full-time equivalent ("F.T.E.") students, and 17,319 employees, of which 1,053 were teachers. Management of the schools of the District is independent of County and municipal governments. The County collects taxes for the School Board, but exercises no control over expenditures by the School Board.

# The Board

The Board is a body corporate existing under the laws of the State of Florida. The Board is the governing body of the District, consisting of five members elected by districts for overlapping four-year terms. Under existing law, the Board's duties and powers include, but are not limited to, the development of policies and rules for the efficient operation of the District; the acquisition, maintenance and disposition of school property within the District; the development and adoption of a school program for the District; the establishment, organization and operation of schools, including vocational and evening schools and the establishment and operation of programs for gifted students and for students in residential care facilities; the appointment, compensation, promotion and dismissal of employees; the establishment of courses of study and the provision of adequate instructional aids; and the establishment of a system to transport students to school-related activities.

The Board also has broad financial responsibilities, including the approval of the annual budget, adoption of the school tax levy and the establishment of a system of accounting and budgetary controls. The annual budget and accounting reports must be filed with the State Department of Education.

The present members of the Board, their respective offices and expiration of their respective terms are as follows:

Name/Office	<u>Term Expires</u>
Laura Zorc, Chairman	November 2020
Tiffany M. Justice, Vice Chairman	November 2020
Dr. Mara Schiff	November 2022
Jacqueline Rosario	November 2022
Teri L. Barenborg	November 2022

# **Superintendent of Schools**

The Superintendent of Schools is the chief executive officer and Secretary to the School Board. The Superintendent, who is appointed by the School Board, oversees operations of the school system, makes policy recommendations to the School Board, and performs the duties assigned to her by law and the regulations of the State of Florida Department of Education.

The Superintendent also prepares the annual budget for approval by the School Board, recommends the tax levy based upon needs illustrated by the budget, recommends debt issuance or borrowing plans of the School Board when necessary, provides recommendations for investment of available funds, and keeps records with respect to all funds and financial transactions of the School Board.

# Administration

<u>Dr. Susan Moxley, Interim Superintendent of Schools.</u> – Dr. Susan Moxley [To Come]

Ronald A. Fagan - Mr. Fagan [To Come]

<u>Kim Copeman</u> – Ms. Copeman [To Come]

# **Statistical Data**

The following table presents a summary of general statistical data regarding the District.

# Summary of Statistical Data Five-Year History

				Average
				Expenditure
				Per
School	Number	Number of		<u>F.T.E.</u>
<u>Year</u>	of Schools	Classroom Instructors	F.T.E. (1) Enrollment	Student <sup>(2)</sup>
$2018-19^{(3)}$	27	1,053	17,319	
2017-18	27	1,124	17,540	
2016-17	27	1,182	17,373	
2015-16	27	1,154	17,693	
2014-15	27	1,102	17,658	10,083

<sup>(1)</sup> Full-time equivalent.

Source: School District of Indian River County.

# Florida Retirement System and Other Postemployment Benefit Plans

Retirement Program. The District participates in the Florida Retirement System ("FRS"), a cost sharing, multiple-employer, public employee retirement system, which covers substantially all regular employees of the District. Beginning in 2002, the FRS became one system with two primary plans, a defined benefit pension plan (the "FRS Pension Plan") and a defined contribution plan known as the Public Employee Optional Retirement Program (the "FRS Investment Plan"). FRS membership is required for all employees filling a regularly established position in a State agency, district school board, county, State university or State community college. Some municipalities, special districts, charter schools and metropolitan planning organizations also choose to participate in the FRS; however, participation is generally irrevocable after the entity elects to participate.

The information relating to the FRS contained herein has been obtained from the FRS Annual Reports which are available at http://www.dms.myflorida.com and the Florida Comprehensive Annual Financial Reports available at https://www.myfloridacfo.com/division/aa/reports/. The FRS Annual Reports may also be obtained by writing to the Division of Retirement, P.O. Box 9000, Tallahassee, Florida 32315-9000, or by phoning (850) 488-5706. No representation is made by the

<sup>(2)</sup> Based on general fund expenditures.

<sup>(3)</sup> Estimated figures.

Board as to the accuracy or adequacy of such information or that there has not been any material adverse change in such information subsequent to the date of such information.

There are five general classes of membership in the FRS: (1) Senior Management Service Class ("SMSC") members which include, among others, senior management level positions in State and local governments (including school districts) and assistant state attorneys, prosecutors and public defenders; (2) Special Risk Class which includes, among others, positions such as law enforcement officers, firefighters, correctional officers, emergency medical technicians and paramedics; (3) Special Risk Administrative Support Class which include, among others, non-special risk law enforcement, firefighting, emergency medical care or correctional administrative support positions within a FRS special risk-employing agency; (4) Elected Officers' Class ("EOC") which includes members who are elected State and city officers and the elected officers of cities and special districts that choose to place their officials in this class; and (5) Regular Class members includes members that do not qualify for membership in the other classes.

The FRS is a cost-sharing multiple-employer public-employee retirement system with two primary plans. The Department of Management Services, Division of Retirement administers the FRS Pension Plan and the Florida State Board of Administration (the "SBA") invests the assets of the FRS Pension Plan held in the FRS Trust Fund. Administration costs of the FRS Pension Plan are funded through investment earnings of the FRS Trust Fund. Reporting of the FRS is on the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when the obligation is incurred.

The SBA administers the FRS Investment Plan, a defined contribution plan available to eligible FRS members as an alternative to the FRS Pension Plan. Retirement benefits are based upon the value of the member's account upon retirement. Regardless of membership class, FRS Investment Plan contributions vest after one year of service. A member vests immediately in all employee contributions paid to the FRS Investment Plan. If a member elects to transfer amounts from the FRS Pension Plan to that member's FRS Investment Plan account, the member must meet the eight-year vesting requirement (or six-year vesting requirement if enrolled prior to July 1, 2011) for any such transferred funds and associated earnings. The FRS Investment Plan is funded by employer contributions that are based on salary. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Administration costs of the FRS Investment Plan are funded through a 0.06% employer contribution and forfeited benefits. termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the FRS Investment Plan, receive a lump-sum distribution, or leave the funds invested for future distribution. Disability coverage is provided; the member may either transfer the account balance to the FRS Pension Plan when approved for disability retirement to receive guaranteed

lifetime monthly benefits under the FRS Pension Plan or remain in the FRS Investment Plan and rely upon that account balance for retirement income.

Since July 1, 2001, the FRS Pension Plan had provided for vesting of benefits after six years of creditable service. Members not actively working in a position covered by the FRS on July 1, 2001, must return to covered employment for up to one work year to be eligible to vest with less service than was required under the law in effect before July 1, 2001. Members initially enrolled on or after July 1, 2001, through June 30, 2011, vest after six years of service. Members initially enrolled on or after July 1, 2011, vest after eight years of creditable service. Members are eligible for normal retirement when they have met the various plan requirements applicable to each class of membership. Regardless of class, a member may take early retirement any time after vesting within 20 years of normal retirement age; however, there is a five percent benefit reduction for each year prior to normal retirement age.

Benefits under the FRS Pension Plan are computed on the basis of age, average final compensation, creditable years of service, and accrual value by membership class. Members are also eligible for in-line-of-duty or regular disability and survivors' benefits. Pension benefits of retirees and annuitants are increased each July 1 by a cost-of-living adjustment. If the member was initially enrolled in the FRS before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost-of-living adjustment is 3% per year. If the member was initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of 3% determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by 3%. FRS Pension Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

Effective July 1, 2011, all members of FRS were required to contribute 3% of their gross compensation toward their retirement. In addition, the legislation reduced the required employer contribution rates for each membership class and subclass of the FRS.

Additional legislative changes that only apply to employees who initially enroll on or after July 1, 2011, include: (1) the average final compensation upon which retirement benefits are calculated are based on the eight highest (formerly five highest) fiscal years of compensation prior to retirement; (2) the DROP (as defined herein) is maintained but the interest accrual rate is reduced from 6.5% to 1.3%; (3) the normal retirement age is increased from 62 to 65; and (4) the years of creditable service is increased from 30 to 33 and the vesting period is increased to eight years (formerly six).

Subject to provisions of Section 121.091, Florida Statutes, the Defined Retirement Option Program (the "DROP") permits employees eligible for normal retirement under the FRS to defer receipt of monthly benefit payments while continuing employment with an FRS employer. An employee may participate in the DROP for a period not to exceed

60 months while the member's benefits accumulate in the FRS Trust Fund. Authorized instructional personnel may participate in the DROP for up to 36 additional months beyond their initial 60-month participation period. During the period of DROP participation, deferred monthly benefits are held in the FRS Trust Fund and accrue interest. As of June 30, 2018, the FRS Trust Fund held \$2,432,971,600 in accumulated benefits and interest for 36,001 DROP participants. Of those 36,001 DROP Participants, 34,173 were active in DROP with balances totaling \$2,185,360,679. The remaining participants were no longer active in the DROP and had balances totaling \$247,610,920 to be processed after June 30, 2018.

The Retiree Health Insurance Subsidy ("HIS") Program is a cost-sharing multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Division of Retirement within the Department of Management Services. Beginning July 1, 2002, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of creditable service completed at the time of retirement multiplied by \$5. The payments are at least \$30 but not more than \$150 per month, pursuant to Section 112.363, Florida Statutes. To be eligible to receive a HIS benefit, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which can include Medicare.

The HIS Program is funded by required contributions from FRS participating employers as set by the Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended June 30, 2018, the contribution rate was 1.66% of payroll pursuant to Section 112.363, Florida Statutes. The District contributed 100% of its statutorily required contributions for the current and preceding three years. HIS contributions are deposited in a separate trust fund from which HIS payments are authorized. HIS benefits are not guaranteed and are subject to annual legislative appropriation. In the event the legislative appropriation or available funds fail to provide full subsidy benefits to all participants, the legislature may reduce or cancel HIS payments.

Participating employers must comply with the statutory contribution requirements. Section 121.031(3), Florida Statutes, requires an annual actuarial valuation of the FRS Pension Plan, which is provided to the Florida Legislature as guidance for funding decisions. Employer contribution rates under the uniform rate structure (a blending of both the FRS Pension Plan and FRS Investment Plan rates) are recommended by the actuary but set by the Florida Legislature. Statutes require that any unfunded actuarial liability ("UAL") be amortized within 30 plan years and any surplus amounts available to offset total retirement system costs are to be amortized over a 10-year rolling period on a level-dollar basis. The balance of legally required reserves for all defined benefit pension

plans on June 30, 2018 was \$161,196,880,609. These funds were reserved to provide for total current and future benefits, refunds and administration of the FRS Pension Plan.

The District's liability for participation is limited to the payment of the required contribution at the rates and frequencies established by law on future payrolls of the District. The District's contributions to the FRS Pension Plan and FRS Investment Plan for the Fiscal Year ended June 30, 2018, totaled \$5,598,787, which was equal to the required contribution for such Fiscal Year. This excludes the HIS Program contribution. The District's contributions to the HIS Plan for the Fiscal Year ended June 30, 2018, totaled \$1,553,094.

As a participating employer in the FRS, the District implemented Government Accounting Standards Board (GASB) Statement No. 68, Accounting and Financial Reporting for Pensions (an amendment of GASB Statement No. 27) and GASB Statement No. 71, Pension Transition for Contributions Made Subsequent to the Measurement Date (an amendment to GASB Statement No. 68), effective for fiscal years beginning after June 15, 2014. The implementation of these Statements requires the District to record a liability for its proportionate share of the net pension liabilities of the FRS plans.

The scope of GASB Statements Nos. 68 and 71 address accounting and financial reporting for pensions that are provided to employees of state and local governmental employers that meet certain characteristics. These Statements establish standards for measuring and recognizing liabilities, deferred outflows/inflows of resources and expense/expenditures. For defined benefit pensions such as the FRS plans, GASB Statements Nos. 68 and 71 identify methods and assumptions that should be used to project benefit payments, discount projected benefit payments to their actuarial present value and attribute that present value to periods of employee service. Pursuant to these Statements, the District is required to record a liability for its proportionate share of pension liabilities as reported by the FRS plans. While these Statements require recognition and disclosure of the unfunded pension liability, there is no requirement that such liability be funded. Accordingly, a deficit in unrestricted net position should not be considered, solely, as evidence of financial difficulties. The adoption of GASB Statements Nos. 68 and 71 resulted in a material increase in the District's liabilities and a material decrease in the District's net position. The District's proportionate share of the net pension liabilities of the FRS Pension Plan totaled \$57.6 million at June 30, 2018. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined an actuarial valuation as of July 1, 2017. The District's proportionate share of the net pension liability was based on the District's 2016/17 Fiscal Year contributions relative to the total 2016/17 Fiscal Year contributions of all participating members. At June 30, 2017, the District's proportionate share was 0.194596568%, which was a decrease of 0.006971361% from its proportion measured as of June 30, 2016.

As of June 30, 2018, the District reported a net pension liability of \$30.24 million for its proportionate share of the HIS Plan's net pension liability. The current portion of the net pension liability is the District's proportionate share of benefits payments expected to be paid within one year, net of the District's proportionate share of the HIS Plan's fiduciary net position available to pay that amount. The net pension liability was measured as of June 30, 2017, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2016 and update procedures were used to determine liabilities as of July 1, 2017. The District's proportionate share of the net pension liability was based on the District's Fiscal Year 2016/17 contributions relative to the total 2015/16 Fiscal Year contributions of all participating members. As of June 30, 2017, the District's proportionate share was 0.282856426%, which was an decrease of 0.007033521% from its proportionate share measured as of June 30, 2016. See APPENDIX B hereto, including the Management's Discussion and Analysis, Note III.D to the Basic Financial Statements and the Required Supplementary Information for additional information relating to the District's implementation of GASB Statements Nos. 68 and 71.

Other Postemployment Benefits Plan. The Other Postemployment Benefits Plan (OPEB Plan) is a single-employer defined benefit plan administered by the District that provides other postemployment benefits for all employees who satisfy the District's retirement eligibility provisions. Pursuant to the provisions of Section 112.0801, Florida Statutes, former employees and eligible dependents who retire from the District are eligible to participate in the District's self-funded health and hospitalization plan for medical and prescription drug coverage along with fully-insured life insurance coverage. Such provisions may be amended at any time by further action from the Florida Legislature. The District subsidizes the premium rates paid by retirees by allowing them to participate in the OPEB Plan at reduced or blended group (implicitly subsidized) premium rates for both active and retired employees. These rates provide an implicit subsidy for retirees because, retiree healthcare costs are generally greater than those of active employees. The District does not offer any explicit subsidies for retiree coverage. Retirees are required to enroll in the Federal Medicare program for their primary coverage as soon as they are eligible.

The OPEB Plan contribution requirement and benefit terms of the District and the OPEB Plan members are established and may be amended through recommendations of the Insurance Committee and actions from the Board. The District has historically accounted for its OPEB contributions on a pay-as-you-go basis and the District currently plans to continue such pay-as-you-go funding of its OPEB contributions. As of the valuation date, January 1, 2017, there were 1,573 active participants and 324 inactive participants receiving postemployment healthcare benefits and 2,079 active participants and 508 inactive participants that received postemployment life insurance benefits. The District provided required employer contributions toward the annual OPEB cost in the amount of \$\_\_\_\_\_\_. The pay-as-you-go method of funding OPEB allows the District to

continue to pay only the current OPEB costs each Fiscal Year, but will produce a growing unfunded actuarial liability for the future. The net OPEB obligation was \$14.48 million at the end of Fiscal Year 2017-18.

Below are the details regarding the total OPEB liability from June 30, 2017 to June 30, 2018:

		Total OPEB
		Liability
Balance at 06/30/2017	\$	13,909,598
Changes for the Fiscal Year:		
Service Cost	\$	624,473
Interest		540,484
Differences Between Expected and Actual Experience		154,400
Changes in Assumptions and Other Inputs*		(277,154)
Benefit Payments		(471,084)
Net Changes		(571,119)
Balance at 06/30/2018	\$1	14,480,717

<sup>\*</sup> Changes of assumptions and other inputs reflect the change in the discount rate from 3.78 percent as of June 30, 2017 to 3.87 percent as of June 30, 2018.

Source: Audited Financial Statements of The School Board of Indian River County, Florida for the Fiscal Year Ended June 30, 2018.

For additional information, see Note III.E and Required Supplemental Information of "APPENDIX B - EXCERPTED PAGES FROM THE AUDITED FINANCIAL STATEMENTS OF THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA FOR THE FISCAL YEAR ENDED JUNE 30, 2018."

#### **Indebtedness**

The following table summarizes the District's long-term debt outstanding as of June 30, 2018.

Principal and interest on State Board of Education Bonds are secured by and payable from the State motor vehicle license taxes distributable to the District under State law. The responsibility for principal and interest payments, investment of funds, and reserve requirements for State Board of Education Bonds is administered by the State Board of Education and the State Board of Administration.

Payments on the Revenue Bonds, if any, are secured by certain sales tax proceeds distributable to the Board under the provisions of Chapter 212, Florida Statutes. Payments on the Certificates of Participation and lease-purchase agreements are derived from ad valorem taxes levied for capital outlay purposes pursuant to Section 1011.71(2), Florida Statutes. Such ad valorem tax revenues are not pledged to secure the Notes and are not available to pay debt service on the Notes.

# School District of Indian River County, Florida General Long-Term Debt<sup>(1)</sup> (As of June 30, 2018) (Unaudited)

General Description	Outstanding Balance
Self-Supporting State Bonds <sup>(2)</sup> :	
Series 2010	\$ 120,000
Series 2014, Refunding	2,688,000
Series 2017A, Refunding	704,000
Certificates of Participation:	
Series 2010A-QSCB	$26,261,000^{(3)}$
Series 2014A	33,610,000
Series 2016A, Refunding	26,735,000
Series 2016B	8,815,000
Other Lease-Purchase Agreements:	
2015 (FP&L)	6,953,348
2015 (ConEd)	4,291,885
Total	\$110,178,233

The District's compensated absences are estimated to be \$26,634 as of June 30, 2018.

Source: Audited Financial Statements of The School Board of Indian River County, Florida to for the Fiscal Year ended June 30, 2018.

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Bonds are issued by the State Board of Education on behalf of the District and are secured by a pledge of the District's portion of the State assessed motor vehicle license tax. The State's full faith and credit is also pledged as security for such Bonds.

With respect to such certificates, the District is making annual sinking fund payments of \$1,458,944 through 2028. Such sinking fund installments are being invested pursuant to a guaranteed investment contract. The District will receive a credit against its sinking fund payment each year based on interest earnings on the guaranteed investment contract over the prior year. The interest earnings, combined with the sinking fund installments, are expected to produce funds necessary to retire the \$26,261,000 principal amount due on December 1, 2028.

# **Direct and Overlapping Debt and Debt Ratios**

The following tables present statements of direct and overlapping debt for the School District of Indian River County.

# School District of Indian River County, Florida Direct and Overlapping Debt Statement\*

	General Obligation	Non-Self	Self
DIRECT DEBT	<u>Debt</u>	Supporting Debt	Supporting Debt
State Bonds, Series 2010			\$ 120,000
State Bonds, Series 2014A, Refunding			2,688,000
State Bonds, Series 2017A, Refunding			704,000
Certificates of Participation, Series 2010A-QSCB		\$26,261,000	
Certificates of Participation, Series 2014A		33,610,000	
Refunding Certificates of Participation, Series 2016A		26,735,000	
Certificates of Participation, Series 2016B		8,815,000	
Other Lease-Purchase Agreements		11,245,233	
Total Direct Debt	<u>\$</u>	<u>\$106,666,233</u>	\$ 3,512,000
OVERLAPPING <sup>(1)</sup>			
Limited General Obligation Ref. Note, Series 2015	\$11,495,000		
Spring Training Facility Rev. Bonds, Series 2001		\$ 5,665,000	
Water and Sewer Rev. Ref. Note, Series 2015			\$ 4,199,000
Water and Sewer Ref. Rev. Bonds, Series 2009			13,520,000
Total Overlapping Debt	\$11,495,000	<u>\$ 5,665,000</u>	\$17,719,000
Total Direct and Overlapping Debt	\$11,495,000	\$112,331,233	\$21,231,000

Source: School District of Indian River County, Florida; Comprehensive Annual Financial Report of Indian

River County, Florida for the Fiscal Year ended September 30, 2018.

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<sup>\*</sup>Figures are as of June 30, 2018 with respect to the District and as of September 30, 2018 with respect to the County.

<sup>(1)</sup> Overlapping debt consists of the debt of Indian River County.

# The School Board of Indian River County, Florida Direct and Overlapping Debt June 30, 2018

	Total Outstanding Debt	Percentage of Total Taxable Assessed Valuation	Per Capita
General Obligation		·	<u> </u>
Direct	\$ 0	0.0000%	\$ 0.00
Overlapping <sup>(3)</sup>	11,495,000	0.0577	75.71
TOTAL	\$11,495,000	0.0577%	\$ 75.71
Non Self-Supporting Debt Direct Overlapping <sup>(3)</sup> TOTAL <sup>(4)</sup>	\$106,666,233 5,665,000 \$112,331,233	0.5357% 0.0285 0.5642%	\$702.56 37.31 \$109.87
Self-Supporting Debt			
Direct	\$3,512,000	0.0176%	\$ 23.13
Overlapping <sup>(3)</sup>	17,719,000	0.0890	116.71
$TOTAL^{(4)}$	\$ 21,231,000	0.1066%	\$139.84
TOTAL DIRECT DEBT	\$110,178,233	0.5534%	\$725.69
TOTAL OVERLAPPING DEBT	\$ 34,879,000	0.1752%	\$229.73
Total Assessed Valuation Per Capita	\$ 131,141.15		

Based upon preliminary certified July 1, 2019 Taxable Assessed Valuation of \$19,910,505,448.

Note: School District debt includes State Board of Education Bonds which are secured by State Motor Vehicle License taxes.

Source: The School Board of Indian River County, Florida; Indian River County, Florida Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2018.

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Based upon 2018 population of 151,825.

Calculations based upon figures as of September 30, 2018.

<sup>&</sup>lt;sup>(4)</sup> Totals may not add due to rounding.

# **Accounting and Funds**

Pursuant to Section 11.45, Florida Statutes, the financial operations of the District are subject to annual audit. Excerpted pages from the District's Audited Financial Statements for the Fiscal Year Ended June 30, 2018 are included herein as Appendix B. Such statements were audited by the Auditor General of the State of Florida. See "APPENDIX B - Excerpted Pages from the Audited Financial Statements of the School District of Indian River County, Florida for the Fiscal Year Ended June 30, 2018," for an example of the scope and objectives of the auditor's reports included therein.

The accounting practices of the School Board are designed to conform to generally accepted accounting principles applicable to governmental units. The District implemented the provisions of GASB Statement No. 34, Basic Financial Statements - and Management's Discussion and Analysis - for State and Local Governments, and related GASB pronouncements, during the 2001/02 fiscal year. GASB Statement No. 34 created new basic financial statements for reporting the District's financial activities. In addition to fund financial statements, the financial statements include government-wide financial statements prepared on the accrual basis of accounting that split the District's programs between government and business-type activities. For fiscal year 2017/18, the organization of such financial statements was generally as follows:

# Basis of Presentation.

Government-wide Financial Statements — Government-wide financial statements include the nonfiduciary financial activity of the primary government and its component units. The District does not have any major component units. The governmental activities column incorporates data from governmental funds and the internal service fund, while business-type activities incorporate data from the government's enterprise fund. Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. The effects of interfund activity have been eliminated from the government-wide financial statements except for interfund services provided and used.

During the course of operations, the District has activity between funds for various purposes. Any residual balances outstanding at year end are reported as due from/to other funds. While these balances are reported in fund financial statements, certain eliminations are made in the preparation of the government-wide financial statements. Balances between the funds included in governmental activities (i.e., the governmental and internal service funds) are eliminated so that only the net amount is included as internal balances in the governmental activities column. Further, certain activity occurs during the year involving transfers of resources between funds. In fund financial statements, these amounts are reported at gross amounts as transfers in and out. While reported in fund financial

statements, certain eliminations are made in the preparation of the governmentwide financial statements. Transfers between the funds included in governmental activities are eliminated so that only the net amount is included as transfers in the governmental activities column.

<u>Fund Financial Statements</u> – The fund financial statements provide information about the District's funds, including the fiduciary funds and blended component unit. Separate statements for each fund category – governmental, proprietary, and fiduciary – are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

 $General\ Fund$  — to account for all financial resources not required to be accounted for in another fund and for certain revenues from the State that are legally restricted to be expended for specific current operating purposes.

*Debt Service* – *Other Fund* – to account for financial resources generated for debt principal and interest for the 2014A, 2016A, and 2016B Certificates of Participation and other lease-purchase agreements.

 $Debt\ Service-ARRA\ Economic\ Stimulus\ Fund$  – to account for the financial resources generated for the principal sinking fund and interest for the Series 2010A Qualified School Construction Bonds - Certificates of Participation.

Capital Projects – Local Capital Improvement Fund – to account for the financial resources generated by the local capital improvement tax levy to be used for educational capital outlay needs, including new construction, renovation and remodeling projects, maintenance, motor vehicle purchases, equipment purchases, costs of environmental compliance, and charter school capital outlay projects.

The District reports the following proprietary funds:

*Internal Service Fund* – to account for the District's individual health self-insurance programs.

Enterprise Fund – Extended Day Program – to account for the financial resources of the extended day program administered by the District.

Additionally, the District reports the following fiduciary fund types:

*Private-Purpose Trust Fund* – to account for resources of the Estate of Waldo Schraubstader Scholarship Trust Fund.

Agency Funds – to account for and administer resources of the school internal funds, which are used to administer moneys collected at several schools in connection with school, student athletic, class, and club activities.

# Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recognized when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized in the year for which they are levied. Revenues from grants, entitlements, and donations are recognized as soon as all eligibility requirements imposed by the provider have been satisfied.

The governmental fund financial statements are prepared using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues, except for certain grant revenues, are recognized when they become measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. The District considers revenues to be available if they are collected within 90 days of the end of the current fiscal year. When grant terms provide that the expenditure of resources is the prime factor for determining eligibility for Federal, State and other grant resources, revenue is recognized at the time the expenditure is made. Entitlements are recorded as revenues when all eligibility requirements are met, including any time requirements, and the amount is received during the period or within the availability period for this revenue source (within 90 days of year-end). Revenues susceptible to accrual include ad valorem taxes, impact fees, and interest on investments. Under the modified accrual basis of accounting, expenditures are generally recognized when the related fund liability is incurred, except for principal and interest on long-term debt, claims and judgments, pensions and other postemployment benefits, and compensated absences, which are recognized when

due. General capital asset acquisitions are reported as expenditures in governmental funds. Issuance of long-term debt and acquisitions under capital leases are reported as other financing sources. Allocations of cost, such as depreciation, are not recognized in governmental funds.

The proprietary fund and private-purpose trust funds are reported using the economic resources measurement focus and the accrual basis of accounting. The agency funds have no measurement focus but utilize the accrual basis of accounting for reporting assets and liabilities.

# **Budget Process**

State law requires the School Board to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following the County Appraiser's official certification of taxable property, which usually occurs on or about July 1. The School Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the County Appraiser prepares tax millage notices for property owners within the School District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. In no event may the millage rate adopted at the final budget hearing exceed the millage rate adopted at the tentative budget hearing unless each taxpayer within the District is sent notice by mail of the taxes under the tentative adopted millage rate and the taxes under the higher rate to be adopted at the final budget hearing. The final budget is submitted to the State Department of Education. After the final budget hearing, the Board must certify the final millage rate to the County Tax Collector, the Property Appraiser and the State Department of Revenue. The School Board expects to adopt the tentative budget for the 2019/20 Fiscal Year on July 30, 2019 and expects to adopt the final budget for the 2019/20 Fiscal Year on September \_\_\_, 2019.

The Superintendent of Schools is responsible for preparing the tentative budget for recommendation to the School Board. Florida law requires the School Board to adopt and maintain a balanced budget, in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. Generally, the final budget is substantially the same as the tentative budget since the School Board's hiring plans and materials purchases have been determined before the tentative budget is adopted.

# **Auditing System**

In addition to local internal audits, two other budget reviews are conducted. The Department of Education conducts regular financial compliance reviews of each school district to ensure that local school districts comply with State regulations. In conjunction with this review, the Financial Management Section of the Department of Education

reviews the cost reporting system of each school district to ensure that the Financial and Program Costs Accounting and Reporting for Florida Schools is being properly implemented by the school board of such school district.

#### OPERATING REVENUES OF THE DISTRICT

#### **Local Revenue Sources**

Local revenue for school district support is derived almost entirely from real and tangible personal property taxes described in "AD VALOREM TAX PROCEDURES" herein. School districts in the State are permitted to levy ad valorem property taxes separately for (i) operational purposes, (ii) the payment of debt service, and (iii) capital outlays and maintenance of school facilities. The amount of each such levy is subject to various constitutional and statutory limitations. See "AD VALOREM TAX PROCEDURES" herein. In addition, the District earns interest on cash invested and collects other miscellaneous revenues.

The Florida Constitution limits the non-voted millage rate that school boards may levy on an annual basis for school purposes to 10 mills (\$10 per \$1,000 of taxable real and personal property value). The millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies. Chapter 1011, Florida Statutes, further limits the millage levy for operational purposes to an amount established each year by the State appropriations act and finally certified by the Commissioner of the State of Florida Department of Education. Within this operational limit, each school district desiring to participate in the State's allocation of FEFP funds for current operations must levy a nonvoted millage rate that is determined annually by the State Legislature and certified by the Commissioner of the State of Florida Department of Education and is referred to as the district "required local effort." The District's required local effort was 4.305 mills for Fiscal Year 2017/18, 4.045 mills for Fiscal Year 2018/19 and is tentatively budgeted to be 3.851 mills for Fiscal Year 2019/20. The Fiscal Year 2017/18 required local effort millage included a Prior Period Adjustment Millage levy of 0.0100 mills. The District did not levy a Prior Period Adjustment Millage in Fiscal Year 2018/19 and is not [tentatively] budgeted to levy any such millage in Fiscal Year 2019/20. Such Prior Period millage is levied when the preliminary taxable value for the prior year is greater than the final taxable value for such year, thereby resulting in lower than expected revenues from the required local effort millage for such prior year.

In addition to the "required local effort," school boards are also authorized to levy an additional non-voted "discretionary millage" for operations, not to exceed an amount established annually by the Legislature. However, the District may levy up to an additional 0.25 mills for capital outlay and maintenance of school facilities in lieu of operating discretionary millage. In 2017/18, the discretionary millage for all school districts, including the District, was 0.748 mills. For Fiscal Year 2018/19, the

discretionary millage was 0.748 mills and is tentatively budgeted to be 0.748 mills for Fiscal Year 2019/20. The District did not levy any capital outlay discretionary millage for the Fiscal Year ended June 30, 2019 and is not tentatively budgeted to levy such millage for the Fiscal Year ending June 30, 2020.

The District, pursuant to authority granted in Section 1011.71(9), Florida Statutes, sought voter approval for the levy of an additional 0.50 mills for operating purposes for a period of four years. The voters approved such levy at the August 2016 primary election. The levy commenced with Fiscal Year 2017/18 and continues through Fiscal Year 2020/21. [Previously, voters in the District approved a 0.60 mill levy pursuant to the authority granted in Section 1011.71(9), Florida Statutes. Such levy was effective for the four year period ending with Fiscal Year 2016/17. With respect to such prior 0.60 mill levy, in February 2017, five District-sponsored charter schools sued the Board, and in June 2017, a court ruled that the charter schools were entitled to share in the revenues from such voter approved millage based on the FTE of each charter school rather than the five percent allocated and disbursed by the District. The District negotiated a settlement to repay the five charter schools approximately \$2.6 million, plus interest over a fouryear period with monthly payments commencing in February 2018 and ending in 2022.] See "AD VALOREM TAXATION - Millage Set by Local Governing Body - District Millage Rates" herein and Note H.1. in "APPENDIX B - Excerpted Pages from the Audited Financial Statement of the School District of Indian River County, Florida for the Fiscal Year Ended June 30, 2018" hereto.

Budgeted revenues are based on applying millage levies to ninety-six percent (96%) of the non-exempt assessed valuation of real and personal property. Historically, the local taxes have been received at less than one hundred percent (100%) of assessed valuation due to the discounts for early payment. The District usually collects approximately ninety-six percent (96%) of the levied taxes. Ad valorem tax receipts for operating purposes increased from \$[94,443,159] for the 2017/18 Fiscal Year to an estimated \$\_\_\_\_\_\_ for the 2018/19 Fiscal Year. Ad valorem tax receipts for operating purposes are [tentatively] budgeted to be \$\_\_\_\_\_ for the 2018/19 Fiscal Year.

#### **State Revenue Sources**

The three primary sources of educational funding from the State are (i) basic Florida Educational Finance Program ("FEFP") receipts, (ii) FEFP categorical program receipts, and (iii) certain other specified revenue sources.

Florida Education Finance Program. The major portion of State support is distributed under the provisions of the FEFP, which was enacted by the Florida Legislature in 1973. Basic FEFP funds are provided on a weighted full-time equivalent student ("FTE") basis using a formula that takes into account varying program cost factors and district cost differentials. The program cost factors which are used to determine the level of each school district's FEFP funding are determined by the Florida

Legislature. The amount of FEFP funds disbursed by the State is adjusted four times during each year to reflect changes in FTE and in variables comprising the weighing formula. In addition, the level of State funding is adjusted during each year to compensate for increases or decreases in ad valorem tax revenue resulting from adjustments to the valuation of non-exempt property in the County. General Fund receipts from the State for FEFP were \$[22,887,595] for the 2017/18 Fiscal Year and were estimated to be \$\_\_\_\_\_\_ for the 2018/19 Fiscal Year. General Fund FEFP receipts are [tentatively] budgeted to be \$\_\_\_\_\_\_ in Fiscal Year 2019/20.

FEFP categorical program receipts are lump sum appropriations from the State intended to supplement local school district revenues to enhance the delivery of educational and support services by each district. In recent years, the majority of categorical funds have been merged into the "base FEFP" allocation (e.g., transportation, and instructional materials), so these funds are no longer segregated. The only remaining segregation of "categorical programs" is with the "class-size reduction" allocation and the "lottery and school recognition" allocation. Allocations for these categorical appropriations are based on funding formulae and discretionary State Department of Education grants. The majority of the funds available require actual appropriation by the School Board for the purposes for which they were provided. Total State categorical aid increased from \$[19,399,958] for the 2017/18 Fiscal Year to an estimated \$\_\_\_\_\_ for the 2018/19 Fiscal Year. FEFP categorical receipts are [tentatively] budgeted to be approximately \$\_\_\_\_\_ for the 2019/20 Fiscal Year. The portion representing the "class-size reduction" funding is allocated to fund a portion of the costs related to the Class Size Legislation described herein under "RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES - Constitutional Amendments Related to Class Size Reduction."

<u>State Budget</u>. A large portion of the District's funding is derived from State sources. A significantly large percentage of such State revenues is generated from the levy of the State sales tax. The amounts budgeted for distribution from the State to the District are subject to change in the event that projected revenues are not realized.

On May 4, 2019, the Florida Legislature adopted a State education budget for State Fiscal Year 2019/20 providing for an approximately \$687.6 million or 4.20% increase in State and local FEFP funding for K-12 public schools over State Fiscal Year 2018/19 reflecting a per-pupil increase of approximately \$243 per student or 3.27% over Fiscal Year 2018/19. The Governor approved the State fiscal year 2019-20 budget on June 21, 2019. The estimated increase for the District is approximately \$[3.5] million in State and local FEFP funds over Fiscal Year 2018/19. However, there can be no assurance that funding for K-12 public schools will increase exactly as provided for in the approved budget. See also "RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES" herein.

The District also receives additional State educational funding from a variety of miscellaneous State programs. These sources include State mobile home license tax revenues and the Florida State Lottery.

#### **Federal Sources**

The District receives certain Federal moneys, both directly and through	the State,
substantially all of which are restricted for specific programs. Direct Federa	ıl revenue
sources were \$[118,375] and \$ (estimated) in Fiscal Years 2017/18 and	1 2018/19,
respectively, and are [tentatively] budgeted at \$ for Fiscal Year	r 2019/20.
Federal funds through the State and Local totaled \$[298,006] and \$(	estimated)
in Fiscal Years 2017/18 and 2018/19, respectively, and are [tentatively] budge	eted to be
\$ in Fiscal Year 2019/20.	

# **Special Revenue Sources**

The District also receives certain local, state and federal moneys, substantially all of which are restricted for specific programs. Programs funded with these special revenue sources in the past include school food service operations and programs financed through the Educational Handicapped Act, the Education Consolidation and Improvement Act and other federally financed programs.

# **General Fund Operations**

The following table summarizes results of operations for the general fund for the fiscal years ended June 30, 2016 through 2018 (audited), 2019 (estimated) and the [tentatively] budgeted general fund operating budget for the 2019/20 Fiscal Year.

# School District of Indian River County, Florida

# Summary of General Fund Operations Year Ended June 30

	Audited 2015-16	Audited 2016-17	Audited 2017-18	Estimated 2018-19	Tentative Budget <sup>(1)</sup> 2019-20
BEGINNING BALANCE:	\$ 23,925,775	\$ 26,053,961	\$ 25,252,791		
REVENUE:					
Federal	\$ 464,379	\$ 777,271	\$ 416,381		
State	41,522,091	45,162,634	45,898,708		
Local	99,458,984	98,012,082	98,998,989		
Total Revenues	\$141,445,454	\$143,951,987	\$145,314,078		
Instruction	\$ 88,553,731	\$ 91,045,604	\$ 95,212,549		
Student Support Svcs.	3,674,446	3,890,873	3,630,135		
Instr. Media Svcs.	1,947,137	1,876,319	1,980,176		
Instr. & Curr. Dev.	3,797,616	3,574,911	4,718,011		
Instr. Staff Training	1,674,392	1,429,608	1,642,133		
Instr. Related Tech	4,354,572	5,233,569	4,912,540		
Board	985,021	1,149,759	1,230,003		
General Admin.	663,735	740,088	520,643		
School Admin.	8,744,084	8,703,253	8,931,783		
Fac. Acq.	2,380,549	1,065,199	678,577		
Fiscal Svcs.	1,098,458	1,171,834	1,130,550		
Food Svcs.	46,689	24,984	21,391		
Central Svcs.	2,130,521	2,124,551	2,060,355		
Pupil Trans.	4,636,487	4,903,709	4,845,876		
Operation of Plant	11,941,962	11,644,382	12,496,440		
Maint. of Plant	3,116,097	3,426,183	3,650,147		
Admin. Tech. Svcs.	3,697,891	3,521,321	3,685,925		
Comm. Svcs.	18,510	736	1,637		
Capital Outlay	480,796	237,357	1,014,225		
Debt Service		52,832			
Total Expenditures	\$143,942,694	\$145,817,072	\$152,363,095		
Other Financial Sources	\$ 4,625,426	\$ 1,063,915	\$ 451,400		
Net Change in Fund Balance	\$ 2,128,186	\$ (801,170)	\$ (6,597,618)		
Ending Balance	\$ 26,053,961	\$ 25,252,791	\$ 18,655,173		

The tentative budget is expected to be adopted on July 30, 2019. The tentative budget is subject to change in the final adopted budget. See "SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA – Budget Process" herein.

#### **General Fund Balance Guidelines**

Section 1011.051, Florida Statutes, entitled "Guidelines for general funds" requires that if a school district's General Fund ending balance not classified as restricted, committed or nonspendable in the approved operating budget is projected to fall below three percent (3%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. The section further requires that if the General Fund ending balance not classified as restricted, committed or nonspendable is projected to fall below two percent (2%) of projected General Fund revenues, the Superintendent shall provide written notification to the district school board and the Commissioner of Education. Within 14 days after receiving such notification of an ending balance below two percent (2%), if the Commissioner determines that the district does not have a plan that is reasonably anticipated to avoid a financial emergency as determined pursuant to Florida Statutes pertaining thereto, the Commissioner shall appoint a financial emergency board that may take certain delineated steps to assist a district school board in complying with the General Fund requirements. In Fiscal Year 2017/18, the District's General Fund ending balance not classified as restricted, committed or nonspendable was to be 10.1% of General Fund revenues. For Fiscal Year 2018/19, the District the General Fund ending balance not classified as restricted, committed or nonspendable balance is estimated to be \_.\_% of General Fund revenues. For Fiscal Year 2019/20, the District General Fund ending balance not classified as restricted, committed or nonspendable is [tentatively] budgeted to be \_\_\_\_% of General Fund revenues.

#### **Cash and Investments**

As of June 30, 2019, the District held cash totaling approximately \$\_\_\_\_\_ in its General Fund. The District did not hold any general fund investments as of June 30, 2019.

# **Cash Management**

The 2018/19 Fiscal Year cash flow presented in the following table was prepared from financial records of the District.

The second table following presents a projected General Fund cash flow for the 2019/2020 Fiscal Year. The cash flow is based on the 2019/2020 Fiscal Year [tentatively] budget and historical experience adjusted to reflect current economic conditions. The 2019/2020 Fiscal Year cash flow projection is based on the disbursement requirements for the entire Fiscal Year, including certain disbursements which could take place in the 2019/2020 Fiscal Year, but which are not in 2019/2020 Fiscal Year [tentatively] budget expenditures, such as certain advances to other funds and provisions for contingencies. Revenue projections reflect the anticipation dates of receipt of funds provided under the Florida Education Finance Program (FEFP) and other state programs,

and the expected timing of receipt of tax revenues collected by the County for the District. Ad valorem taxes shown in these tables reflect the general operating levy.

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# SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Cash Flow Analysis - General Fund For the Fiscal Period July 1, 2018 to June 30, 2019

[To Come]

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# SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA

Projected Cash Flow Analysis - General Fund For the Fiscal Period July 1, 2019 to June 30, 2020

[To Come]

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# AD VALOREM TAX PROCEDURES

The following information is provided in view of the fact that a large portion of the Board's revenues are derived from ad valorem taxation.

# **Property Assessment and County Property Appraiser**

General. Ad valorem taxes may be levied only by counties, school districts, municipalities, and certain special districts (railroad properties are centrally assessed at the State level). No State ad valorem taxes shall be levied upon real estate or tangible personal property. State law requires that all ad valorem taxation be assessed at a uniform rate within each taxing unit and, with certain exceptions, that real and personal property subject to ad valorem taxation be assessed at 100% of its just value. See "— Limitation on Increase in Assessed Value of Property" below. The following property is generally subject to taxation in the manner provided by law: (a) all real and personal property in the State and all personal property belonging to persons residing in the State; and (b) all leasehold interests in property of the United States, of the State, or any political subdivision, municipality, agency, authority, or other public body corporate of the State. Pursuant to the Constitution of the State of Florida and State law, certain of such property may be exempt from ad valorem taxation. See "— Exemptions from Ad Valorem Taxation" below.

Determination of Property Valuation. The Property Appraiser of the County (the "Property Appraiser") determines property valuation on real and tangible personal property subject to ad valorem taxation as of January 1 of each year. By July 1 of each year, the Property Appraiser notifies the County, the District, each municipality within the County, and each other legally constituted special taxing district within the County as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. See "— Millage Set by Local Governing Body" and "— Limitation on Increase in Assessed Value of Property" below for limitations on increases in assessed value of property.

<u>Limitation on Increase in Assessed Value of Property</u>. The Constitution of the State of Florida limits the increases in assessed just value of homestead property to the lower of (a) 3% of the assessment for the prior year or (b) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. The accumulated difference between the assessed value and the just value is known as the "Save Our Homes Benefit." Further, any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status; new homestead property shall be

assessed at just value as of January 1 of the year following the establishment of the homestead; and changes, additions, reductions or improvements to the homestead shall initially be assessed as provided for by general law.

Owners of homestead property may transfer up to \$500,000 of their Save Our Homes Benefit to a new homestead property purchased within two years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead.

For all levies other than school district levies, assessment increases for specified non-homestead real property may not exceed 10% of the assessment for the prior year. See "– Recent Amendments Relating to Ad Valorem Taxation" below.

<u>Preparation of Tax Roll</u>. The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which is certified to the Tax Collector of the County (the "Tax Collector") by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies. All ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies. See "– Tax Collection and Distribution by County Tax Collector" below.

Appealing Property Valuation. Concurrently with notification to the various taxing bodies, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on his or her property. If the individual property owner believes that his or her property has not been appraised at just value, the owner may (a) request an informal conference with the Property Appraiser to resolve the issue, (b) file a petition with the clerk of the County value adjustment board (the "Adjustment Board"), or (c) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition. A taxpayer receives notice of the hearing and is required to provide the Property Appraiser with a list of evidence, copies

of documentation, and summaries of testimony prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser if such valuations are found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed with the Adjustment Board increased by more than 10% over the previous year. These changes are then made to the final tax roll.

# **Assessed Valuation of Taxable Property**

The following table shows the assessed value and estimated actual value for operating millages in each of the past ten years.

# School District of Indian River County, Florida Assessed and Estimated Actual Value of Taxable Property Last Ten Fiscal Years (amounts expressed in thousands) (Unaudited)

		Personal			Percentage of Total Taxable	
Fiscal Year	Real Property Just Value	Property Just Value	Total Just Value <sup>(1)</sup>	Total Taxable Value	Value to Total Just Value	Total Direct Rate
2018-19 2017-18	\$	\$	\$	\$	%	
2016-17	- <u></u> -					
2015-16	19,923,022	698,630	20,640,096	14,301,405	69.3	7.955
2014-15	17,837,771	696,659	$18,552,320^{(2)}$	13,402,059	72.2	7.995
2013-14	16,819,746	697,295	17,530,475	12,860,457	73.4	8.116
2012-13	16,551,936	635,119	17,199,280	12,701,808	73.9	8.313
2011-12	17,279,268	644,206	17,937,953	13,205,943	73.6	8.244
2010-11	17,312,036	652,541	17,979,056	14,146,619	78.7	8.250
2009-10	21,257,277	761,011	22,033,451	16,698,857	75.8	7.596

N/A = Information Not Available

(1) Includes Centrally Assessed Property

(2) 2014-2015 Total Just Value restated in 2015-16.

Source: School district of Indian River County, Florida Finance Department.

# Millage Set by Local Governing Body

<u>General</u>. The Constitution of the State of Florida provides that ad valorem taxes shall not be levied in excess of the following millages upon the assessed value of real

estate and tangible personal property: for all county purposes, ten mills; for all municipal purposes, ten mills; for all school purposes, ten mills; for water management purposes for the northwest portion of the state lying west of the line between ranges two and three east, 0.05 mill; for water management purposes for the remaining portions of the state, 1.0 mill; and for all other special districts a millage authorized by law approved by voters. With respect to schools, the millage limitation does not apply to taxes approved at referendum by qualified electors in the County for general obligation bonds and certain other short-term, voter approved levies.

As described above, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior fiscal year. See "AD VALOREM TAXATION – Millage Set by Local Governing Body – Millage Rollback Legislation."

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements. State law requires the Board to adopt and maintain a balanced tentative budget and a balanced final budget, in which anticipated revenues less certain required deductions combined with beginning fund balances equal appropriations. The Board is required to advertise its intent to adopt a tentative budget, including a capital outlay budget, within 29 days following receipt from the Property Appraiser of the preliminary certificate of taxable value. The Board holds a public hearing on the tentative budget and the proposed tax rates within five days of its advertisement, and officially adopts the tentative budget and tax rates at the hearing. Thereafter, the Property Appraiser prepares tax millage notices for property owners within the District. The final budget and tax rate are fixed in September of each year, following a final public hearing and in accordance with statutory timelines. The Superintendent is responsible for preparing the preliminary and tentative budgets for recommendation to the Board. Generally, the final budget is substantially the same as the tentative budget since the Board's hiring plans and materials purchases have been determined before the final Budget is adopted. The Board expects to adopt the tentative budget for the Fiscal Year 2019/20 on [July 30, 2019, and adopt the final budget for the Fiscal Year 2019/20 on September 4, 2019.]

Millage Rollback Legislation. In 2007, the Florida Legislature adopted a property tax plan that significantly impacted ad valorem tax collections for State local

governments (the "Millage Rollback Legislation"). One component of the Millage Rollback Legislation required counties, cities, and special districts to rollback their millage rates for the Fiscal Year 2007-08 to a level that, with certain adjustments and exceptions, would generate the same level of ad valorem tax revenue as in Fiscal Year 2006-07; provided, however, depending upon the relative growth of each local government's own ad valorem tax revenues from 2001 to 2006, such rolled back millage rates were determined after first reducing 2006-07 ad valorem tax revenues by 0% to 9%. In addition, the Rollback Legislation also limited how much the aggregate amount of ad valorem tax revenues may increase in future fiscal years. A local government may override certain portions of these requirements by a supermajority, and for certain requirements, a unanimous vote of its governing body. School districts are not required to comply with the particular provisions of the Millage Rollback Legislation relating to limitations on increases in future years.

<u>District Millage Rates</u>. The following table contains current and historical millage rates (tax per \$1,000 of assessed value) for the Board for the Fiscal Years 2014-15 through 2019-20.

	FY	FY	FY	FY	FY	FY
	2014-15	2015-16	2016-17	2017-18	2018-19	$2019-20^{(1)}$
GENERAL FUND						
Nonvoted School Tax:						
Required Local Effort	5.147	5.107	4.562	4.305	4.045	3.851
<b>Basic Discretionary Local Effort</b>	0.748	0.748	0.748	0.748	0.748	0.748
Voted School Tax						
Additional Operating	0.600	0.600	0.600	0.500	0.500	0.500
Total Operating Millage	6.495	6.455	5.910	5.553	5.293	5.099
CAPITAL PROJECTS FUNDS						
Nonvoted Tax:						
Capital Outlay Millage	1.500	1.500	1.500	1.500	1.500	1.500
Total Millage	7.995	7.955	7.410	7.053	6.793	6.599

<sup>(1)</sup> Tentative budget figures. The tentative budget is expected to be adopted July \_\_\_, 2019. Such millage is subject to change in the final budget. See "SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA – Budget Process" herein.

Source: School District of Indian River County, Florida Finance Department.

See "OPERATING REVENUES OF THE DISTRICT – Local Revenue Sources" herein for additional information on the various operating millages authorized to be levied by the school districts.

In addition to the millage levies for operating purposes, pursuant to Section 1011.71, Florida Statutes, school boards may set an additional non-voted millage known as the "Capital Improvement Tax" for capital outlay and maintenance purposes of up to 1.50 mills. If the revenues generated from the Capital Improvement Tax are insufficient to make payments under a lease-purchase agreement entered into prior to June 30, 2008,

an amount equal to the revenue generated from 0.50 mills of the operating millage levy may be used to make such lease payments. If the revenue from the 1.5 mills is insufficient to make payments due under a lease purchase agreement entered into prior to June 30, 2009, or to meet other critical school district fixed capital outlay needs, a school board may levy up to an additional 0.25 mills of Capital Improvement Tax in addition to the 1.5 mills, in lieu of levying an equivalent amount of the discretionary mills for operations. Prior to July 1, 2012, payment from the Capital Improvement Tax for lease-purchase agreements for educational facilities and sites were not permitted to exceed three-fourths of the proceeds of the Capital Improvement Tax. However, effective July 1, 2012, the 75% limitation on the use of Capital Improvement Tax revenues for lease-purchase agreements originally entered into prior to June 30, 2009 was waived. See also, "RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES - Distribution of Capital Outlay Funds to Charter Schools" for information regarding recent legislation requiring school districts to share Capital Improvement Tax revenues with charter schools in such school districts.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property values within the taxing authority's respective jurisdiction. Revenues derived from ad valorem property taxes are budgeted, as required by Florida law, on the application of millage levies to 96 percent of the non-exempt assessed valuation of property in the County. Ad valorem taxes are not levied in excess of actual budget requirements.

# Tax Collection and Distribution by Tax Collector

General. All real and tangible personal property taxes are based on assessed values as certified and delivered to the Tax Collector by the Property Appraiser as described above. The Tax Collector mails to each property owner on the tax roll a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such notice with discounts at the rate of 4% if paid in the month of November, 3% if paid in the month of December, 2% if paid in the month of January, and 1% if paid in the month of February. Taxes paid during the month of March are without discount. Because of the discount in ad valorem taxes for payments made prior to March 1, taxes collected will likely never be 100% of the tax levy.

The Tax Collector is required to distribute the taxes collected to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

<u>Delinquent Taxes</u>. All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which taxes were levied. Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until paid, or until payment is no longer required or until a tax certificate is sold at auction

(from which time the interest rate shall be as bid by the buyer of the tax certificate). Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale.

Tax Certificates and Tax Deeds. On or before June 1 or the 60th day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property that is the subject of delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and the interest thereon.

At any time after two years have elapsed since April 1 of the year of the issuance of a tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner, which includes the possible seizure of the tangible personal property.

# **Exemptions from Ad Valorem Taxation**

General. State law provides for numerous exemptions and limitations on ad valorem taxation of real property and tangible personal property. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, literary, charitable, scientific, and governmental uses. Certain additional exemptions and limitations are described below. This description does not purport to describe all exemptions available to property owners in the State, and reference is made to the Constitution of the State of Florida and Chapter 196, Florida Statutes, for a full description of such exemptions. In addition, State law allows for, but does not mandate,

the imposition of some exemptions by local governments by ordinance. Certain recent amendments to existing provisions relating to ad valorem tax exemptions are described under "Legislation Regarding Ad Valorem Taxes – Recent Amendments Relating to Ad Valorem Taxation."

<u>Constitutional Exemptions</u>. The Constitution of the State of Florida provides for the following exemptions from ad valorem taxation:

Exempt Entities/Exempt Purposes. The Constitution of the State of Florida provides that all property owned by a municipality and used exclusively by it for municipal or public purposes shall be exempt from taxation. A municipality, owning property outside the municipality, may be required by general law to make payment to the taxing unit in which the property is located. Such portions of property as are used predominantly for educational, literary, scientific, religious or charitable purposes (exempt purposes) may be exempted by general law from taxation. State law provides that all property owned by an exempt entity, including educational institutions, and used exclusively for exempt purposes shall be totally exempt from ad valorem taxation and all property owned by an exempt entity, including educational institutions, and used predominantly for exempt purposes (at least 50%) shall be exempted from ad valorem taxation to the extent of the ratio that such predominant use bears to the nonexempt use.

Household Goods and Personal Effects. The Constitution of the State of Florida provides that there shall be exempt from taxation, cumulatively, to every head of a family residing in the State, household goods and personal effects to the value fixed by general law, not less than \$1,000 and to every widow or widower or person who is blind or totally and permanently disabled, property to the value fixed by general law not less than \$500. State law exempts from taxation to every person residing and making his or her permanent home in the State, all household goods and personal effects and exempt property up to the value of \$500 of every widow, widower, blind person, or totally and permanently disabled person who is a resident of the State.

Tangible Personal Property and Renewable Energy Devices. The Constitution of the State of Florida provides that by general law and subject to conditions specified therein, \$25,000 of the assessed value of property subject to tangible personal property tax shall be exempt from ad valorem taxation. Effective January 1, 2018 through December 31, 2037, the assessed value of solar devices or renewable energy source devices subject to tangible personal property tax may be exempt from ad valorem taxation, subject to limitations provided by general law.

Property Dedicated In Perpetuity for Conservation. The Constitution of the State of Florida provides that there shall be granted an ad valorem tax exemption for certain real property dedicated in perpetuity for conservation purposes, including real property encumbered by perpetual conservation easements or by other perpetual conservation protections, as defined by general law.

Homestead Exemption. The Constitution of the State of Florida provides for a homestead exemption. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is eligible to receive a homestead exemption of up to \$50,000. The first \$25,000 applies to all property taxes, including school district taxes. The additional exemption, up to \$25,000, applicable to the assessed value of the property between \$50,000 and \$75,000, applies to all levies other than school district levies. A person who is receiving or claiming the benefit of an ad valorem tax exemption or a tax credit in another state where permanent residency, or residency of another legally or naturally dependent upon the owner, is required as a basis for the granting of that ad valorem tax exemption or tax credit is not entitled to the homestead exemption. In addition to the general homestead exemption described in this paragraph, the following additional homestead exemptions are authorized by State law.

Certain Active Duty Military and Veterans. A military veteran who was honorably discharged, is a resident of the State, and who is disabled to a degree of 10% or more because of misfortune or while serving during wartime may be entitled to a \$5,000 reduction in the assessed value of his or her property. This exemption is not limited to homestead property. A military veteran who was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on homestead property. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Permanently and Totally Disabled Veterans. A military veteran who is a resident of the State and was honorably discharged with a service-related total and permanent disability may be eligible for a total exemption from taxes on property they own and use as their homesteads. A similar exemption is available to disabled veterans confined to wheelchairs. Under certain circumstances, the veteran's surviving spouse may be entitled to carry over these exemptions.

Discounts for Disabled Veterans. Each veteran who is age 65 or older and is partially or totally permanently disabled may receive a discount on the assessed value of the property that the veteran owns and uses as a homestead. The discount is a percentage equal to the percentage of the veteran's permanent, service-connected disability as determined by the United States Veteran's Affairs.

Deployed Military Personnel. Each person who receives a homestead exemption; who was a member of the United States military or military reserves, the United States Coast Guard or its reserves, or the Florida National Guard; and who was deployed during the preceding calendar year on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the Florida Legislature shall receive an additional exemption equal to a percentage of the taxable value of his or her homestead property. The applicable percentage shall be calculated as the number of days

during the preceding calendar year the person was deployed on active duty outside the continental United States, Alaska, or Hawaii in support of military operations designated by the legislature divided by the number of days in that year.

Exemption for Disabled First Responders. First responders who are totally and permanently disabled as a result of injuries sustained in the line of duty receive ad valorem tax relief on their homestead property. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. Florida defines first responders as law enforcement officers, correctional officers, firefighters, emergency medical technicians and paramedics.

Survivors of First Responders. Any real estate that is owned and used as a homestead by the surviving spouse of a first responder (law enforcement officer, correctional officer, firefighter, emergency medical technician or paramedic), who died in the line of duty may be granted a total exemption on homestead property if the first responder and his or her surviving spouse were permanent residents of the State on January of the year in which the first responder died.

Certain Totally and Permanently Disabled Persons. Any real estate used and owned as a homestead by a quadriplegic, less any portion used for commercial purposes, is exempt from all ad valorem taxation. Real estate used and owned as a homestead by a paraplegic, hemiplegic, or other totally and permanently disabled person, who must use a wheelchair for mobility or who is legally blind, is exempt from taxation if the gross household income is below statutory limits.

Other Exemptions. Other exemptions include, but are not limited to, nonprofit homes for the aged (subject to income limits for residents), proprietary continuing care facilities, not for profit sewer water/waste water systems, certain hospital facilities and nursing homes for special services, charter schools, certain historic property used for commercial purposes, and certain tangible personal property.

# **Legislation Relating to Ad Valorem Taxation**

Recent Amendments Relating to Ad Valorem Taxation. In recent legislative sessions, several legislative proposals and constitutional amendments were passed affecting ad valorem taxation, including classification of agricultural lands during periods of eradication or quarantine, deleting requirements that conservation easements be renewed annually, providing that just value of real property shall be determined in the first tax year for income restricted persons age 65 or older who have maintained such property as the permanent residence for at least 25 years, authorizing a first responder who is totally and permanently disabled as a result of injuries sustained in the line of duty to receive relief from ad valorem taxes assessed on homestead property, revising

procedures with respect to assessments, hearings and notifications by the value adjustment board, and revising the interest rate on unpaid ad valorem taxes.

<u>Future Amendments Relating to Ad Valorem Taxation</u>. Historically, various legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in each session of the Florida Legislature. Many of these proposals have provided for new or increased exemptions to ad valorem taxation and limited increases in assessed valuation of certain types of property or otherwise restricted the ability of local governments in the State to levy ad valorem taxes at current levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would have a material adverse effect upon the collection of ad valorem taxes by the District, the District's finances in general or the District's ad valorem taxing power.

# **Property Tax Levies and Collections**

The following table sets forth the District tax levies and collections for recent tax years. The collection amounts shown include amounts received from the sale of tax certificates after the tax year.

# School District of Indian River County, Florida Property Tax Levies and Collections Last Ten Fiscal Years (Unaudited)

Collected	to	End	of Toy	Voor
t oneciea	10	r.na	OI IAX	r ear

Fiscal Year	Total Tax Levy	Current Tax Collections <sup>(1)</sup>	Percent of Levy	Collections in Subsequent Years	Total Collections to Date	Percent of Levy
2018-19	\$127,566,017	\$	%	\$	\$	%
2017-18	124,685,049					
2016-17						
2015-16	122,556,572	118,303,730	96.53		118,303,730	96.53
2014-15	114,246,507	110,659,129	96.86	47,694	110,706,823	96.90
2013-14	111,086,921	107,716,313	96.97	58,478	107,774,791	97.02
2012-13	112,162,883	108,355,535	96.61	130,937	108,486,472	96.72
2011-12	115,490,776	111,658,599	96.68	129,465	111,788,064	96.79
2010-11	123,732,637	119,596,795	96.66	147,355	119,744,150	96.78
2009-10	126,867,058	122,523,901	96.58	354,944	122,878,845	96.86

<sup>(1)</sup> Net of allowable discounts.

Source: Indian River County Tax Collector and District Records

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# **Principal Property Taxpayers**

The following table contains the list of the County's 10 largest taxpayers based on taxes collected during Fiscal Year 2017-18. No single taxpayer in the County pays more than 1.5% of the total ad valorem taxes levied.

# Principal Property Taxpayers (Unaudited) Indian River County, Florida Year 2018 and Year 2009

	2018					2009		
			Percentages					Percentages of
	]	Real Property		of Total Real Property				Total
	A	ssessed Valuati		Assessed Va	1	Assessed		Assessed
<u>Taxpayer</u>		<u>on</u>	Rank	<u>uation</u>		<b>Valuation</b>	Rank	<b>Valuation</b>
Florida Power & Light	\$	192,685,228	1	1.11%	\$	108,569,583	1	0.62%
Disney Vacation Dev. Inc.		80,025,233	2	0.46		76,637,600	2	0.44
Windsor Properties		52,726,250	3	0.30		42,558,736	7	0.24
Johns Island Club, Inc.		41,807,484	4	0.24		46,423,148	6	0.27
Adult Community Total Services, Inc.		29,988,697	5	0.17		49,538,330	5	0.28
Bellsouth Telecommunications		27,475,005	6	0.16		58,013,479	3	0.33
Welltower TCG Ridea Landlord, LLC		26,506,098	7	0.15		-		
TSO Vero Beach, LP		26,064,227	8	0.15		-		
MPT of Sebastian-Steward, LLC		22,859,259	9	0.13		-		
MHC Village Green, LLC		21,712,643	10	0.12		51,193,160	4	0.29
Indian River Mall Association		-		-				
Shelby Homes		-		-		34,001,320	8	0.19
Health Care Reit, Inc.		-		-		29,353,840	9	0.17
Fellsmere Joint Venture		-		-		28,994,631	10	0.17
							-	
Total Principal Property Taxpayers								
Real Property Assessed Valuation	\$	521,850,124		2.99%		525,283,827	•	3.00%
Total County Taxable Valuation	\$1	7,381,933,356			\$1	7,449,270,077	<b>=</b> :	

Source: Comprehensive Annual Financial Report for Indian River County, Florida, September 30, 2018.

# RECENT GOVERNMENTAL ACTIONS AFFECTING DISTRICT REVENUES

# General

During recent years, various other legislative proposals and constitutional amendments relating to ad valorem taxation and District revenues have been introduced

in the State Legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. Other proposals have sought to restrict the ability of local governments to use certain revenues for payment of debt service or provide for additional procedures and notices to issue tax-supported debt. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the District or its finances.

Reference is also made to "AD VALOREM TAX PROCEDURES – Exemptions from Ad Valorem Taxation" and "AD VALOREM TAX PROCEDURES – Legislation Relating to Ad Valorem Taxation" for a discussion of amendments to the Florida Constitution and other legislation affecting ad valorem tax revenues.

# **Legislative Changes Relating to School Choice**

During the State Legislature's 2016 Regular Session, the Florida Legislature enacted House Bill 7029 ("HB 7029"). Among other things, a parent whose child is not subject to a current expulsion or suspension order may seek enrollment in and transport his or her child to any public school in the State, including a charter school, which has not reached capacity. The school district or charter school shall accept and report the student for purposes of funding through the FEFP. The school district or charter school may provide student transportation at their discretion. HB 7029 requires the capacity determinations of each school district and charter school to be current and identified on their respective school websites. Each school must provide preferential treatment in its controlled open enrollment process to: (1) dependent children of active duty military personnel who moved as a result of military orders, (2) children relocated due to foster care placement in a different school zone, (3) children relocated due to a court ordered change in custody as a result of separation or divorce, or the serious illness or death of a parent, and (4) students residing in the school district. Students residing in the school district may not be displaced by a student from another school district. A student who transfers may remain at the school until the student completes the highest grade level offered. This amendment took effect with the 2017-2018 school year. [At present, the impact of the school choice provisions of HB 7029 on the District's finances has been minimal.]

HB 7029 also revises the method for enforcing compliance with the Class Size Legislation (described below) to clarify that for purposes of enforcing compliance, the calculating is based upon the statutory formula used to determine the reduction in class size categorical funding for noncompliance. At present, it is not anticipated that the Class Size Legislation compliance enforcement provisions of HB 7029 will have any significant impact on the District's finances.

# **Distribution of Capital Outlay Funds to Charter Schools.**

During the Florida Legislature's 2017 Regular Session, the Florida Legislature passed HB 7069 ("HB 7069") which, among other things, requires school districts to distribute local capital outlay funds from the Capital Improvement Tax to charter schools. HB 7069 established the calculation methodology to determine the amount of local capital outlay funds from the Capital Improvement Tax a school district must distribute to each eligible charter school. Such calculation provided that the amount of local capital outlay funds from the Capital Improvement Tax a school district must distribute to each eligible charter school will be reduced by the school district's annual debt service obligation incurred as of March 1, 2017, and required the first payment to charter schools as of February 1 of each year, commencing February 1, 2018.

On March 11, 2018, then Governor Rick Scott approved Committee Substitute for House Bill 7055 ("CS/HB 7055"). CS/HB 7055, among other things, revised certain of the requirements of HB 7069 relating to the required sharing of the Capital Improvement Tax revenues with charter schools. CS/HB 7055, among other things, specifies that charter school capital outlay funds shall consist of State funds when such funds are appropriated. However, if in any given year, the amount of State funds is not equal to, or is less than, the average charter school capital outlay funds per unweighted FTE student for the Fiscal Year 2018/19, multiplied by the estimated number of charter school students for the applicable fiscal year and adjusted for inflation from the previous year, charter school capital outlay funds shall also consist of the Capital Improvement Tax revenue. CS/HB 7055 also seeks to clarify that the debt service obligation that can be reduced from the distribution to charter schools is the debt service obligation incurred as of March 1, 2017, which has not been subsequently retired, and also requires each school district to annually certify to the State of Florida Department of Education the amount of the debt service obligation that can be reduced from the distribution to charter schools. At this time, the School Board cannot determine the long-term impact of HB 7069 and CS/HB 7055 on the amount of revenues available to the School Board from the Capital Improvement Tax. The provisions of HB 7069 are subject to lawsuits from certain affected school boards. To date, the provisions of HB 7069 have been upheld at the trial court level in one of the lawsuits. That case has been appealed by the plaintiff school boards and consolidated with another case brought by many of the same plaintiff school boards. The other lawsuit challenging HB 7069 has been stayed by the trial court pending the appeal of the other case. The final outcome of any of those lawsuits cannot be determined at this time. For Fiscal Year 2017/18, the impact of HB 7069 on the District reduced its capital budget by approximately \$1.4 million. For Fiscal Year 2018-19, there is no impact on the District as Fiscal Year 2018-19 provides the baseline State funding for determining whether charter schools receive any Capital Improvement Tax revenues in future years. The State 2019-20 education budget also provides for sufficient State charter capital outlay funds per FTE student such that the District will not be required to share any Capital Improvement Tax revenues with charter schools in the District in Fiscal

Year 2019-20. However, no assurance can be given that the State will continue to allocate sufficient State funds in future years.

# **Schools of Hope**

In addition to requiring school districts to share the Capital Improvement Tax revenue with charter schools, HB 7069 also establishes the Schools of Hope Program to encourage traditional public schools within the State and charter operators throughout the country to replicate their model and service students from persistently low-performing schools and students who reside in a Florida Opportunity Zone (as defined therein). These HB 7069 provides for the establishment of Schools of Hope, which are charter schools operated by a Hope Operator to service students from one or more persistently low-performing schools; are located within a Florida Opportunity Zone or in the attendance zone of the persistently low-performing school or within a five mile radius of such school, whichever is greater; and is a Title I eligible school. Section 1002.333, Florida Statutes, defines "persistently low-performing schools" as schools that have earned three consecutive school grades below a "C" pursuant to Section 1008.34, Florida Statutes, in at least three of the previous five years and has not earned a school grade of "B" or higher in the most recent two school years, and a school that was closed pursuant to Section 1008.33(4), Florida Statutes within two years of a notice of intent, and defines "Hope Operators" as nonprofit organizations that operate three or more charter schools with a record of serving students from low-income families and receives such designation from the FDOE. Pursuant to HB 7069, the statutory requirements for the application, approval, and contract that apply to charter schools do not apply to Schools of Hope; instead, a Hope Operator submits a notice of intent to a school district in order to open a School of Hope and the school district is required to enter into a performance based agreement with a Hope Operator within 60 days of receiving a notice of intent.

In addition, HB 7069 also (a) provides Schools of Hope with certain statutory authority, including, but not limited to, allowing a School of Hope to be designated as a local educational agency for the purposes of receiving federal funds; (b) provides that Schools of Hope are exempt from Chapters 1000-1013, Florida Statutes, and all school board policies, except any laws related to (i) the student assessment program and school grading system, (ii) student progression and graduation, (iii) provisions of services to students with disabilities, (iv) civil rights, (v) student health, safety, and welfare, (vi) public meetings, (vii) public records, and (viii) the code of ethics for public officers and employees.; (c) provides provisions for facilities for Schools of Hope; (d) provides provisions for funding Schools of Hope, including that they be funded in accordance with the statutory provisions relating to funding for charter schools and be considered a charter schools for purposes of charter school capital outlay; (e) establishes the School of Hope Program to cover specified operational expenses for Schools of Hope; and (f) establishes the Schools of Hope Revolving Loan Program to help Schools of Hope cover school building construction and startup costs.

[In Fiscal Year 2018/19 the District currently had three schools identified as "persistently low-performing schools" under Section 1002.333, Florida Statutes.] The establishment of the "schools of hope" provisions of HB 7069 is also subject to legal challenge by certain school boards in the State, including the School Board. At this time, the School Board cannot determine what impact HB 7069, if ultimately upheld, will have on the District and any "persistently low-performing schools" therein.

# **Public Safety Mandate**

In 2018, the Florida Legislature passed Senate Bill 7026 ("SB 7026") which, among other things, includes provisions designed to: enhance school safety policies, procedures, and personnel at the State and local level; improve and expand mental health services; and revise laws and empower law enforcement and the courts to limit access to firearms by young adults or by individuals exhibiting a risk of harming themselves or others. Specifically, SB 7026 requires each school board and superintendent to partner with law enforcement agencies to establish or assign one or more safe-school officers at each school facility within the district by implementing any combination of the following options: (a) establish school resource officer programs through cooperative agreements with law enforcement agencies; (b) commission one or more school safety officers for the protection and safety of school personnel, property, and students within the school district; (c) at a school district's discretion, and if established by the sheriff's office, participate in the Guardian Program, which allows certain school employees (but not employees who exclusively perform classroom duties as classroom teachers) to carry a firearm on school grounds if such employee volunteers and completes the statutorily required training. During the 2019 Legislative session, the State Legislature passed CS/CS/SB 7030 ("SB 7030") which among other things, removes the prohibition on individuals who perform exclusively classroom duties as a teacher from participating in the guardian program. However, the decision to allow teachers to be armed guardians remains with each individual school board. The Governor has signed SB 7030 into law. [In order to comply with SB 7026 and SB 7030 the School Board has entered into agreements with the Indian River County Sherriff and other local law enforcement agencies to have school resource officers at each school. At this time, the School Board has budgeted approximately \$\_\_ million towards the cost of implementing SB 7026.]

# **Constitutional Amendments Relating to Class Size Reduction**

Article IX of the State Constitution was amended in 2002 by Amendment 9, which requires that the State Legislature provide funding for sufficient classrooms so that class sizes can be reduced to certain constitutional class size maximums by the beginning of the 2010 school year. Amendment 9, Section 1003.03, Florida Statutes, and Section 1013.735, Florida Statutes, relating to the implementation of Amendment 9, collectively are referred to herein as the "Class Size Legislation."

The Class Size Legislation establishes constitutional class size maximums limiting students per class to no more than 18 for pre-kindergarten through 3rd grade, 22 for grades 4 through 8 and 25 for grades 9 through 12. Compliance is determined on a period-by-period basis. In the event a school district is not in compliance with such requirements (based on October student enrollment), the legislation provides that the State shall reduce the class size funding, which can be adjusted for good cause. For those school districts that are in compliance with the constitutional amendment, a reallocation bonus of up to 5% of the base student allocation shall be distributed. School districts not in compliance are required to submit to the Commissioner of Education a corrective action plan that describes specific actions the district will take in order to fully comply with the requirements by October of the following year. If the district submits the certified plan by the required deadline, 75% of the funds remaining after the reallocation to school districts will be reallocated based upon each school district's proportion of the total reduction.

The Class Size Legislation also created the "Operating Categorical Fund for Class Size Reduction," the "Classroom for Kids Program," the "District Effort Recognition Grant Program" and the "Class Size Reduction Lottery Revenue Bond Program" to provide funding programs for capital outlays and operating expenditures necessary to satisfy the mandated class size reductions.

The Class Size Legislation requires each school board to consider implementing various policies and methods to meet these constitutional class sizes, including encouraging dual enrollment courses, encouraging the Florida Virtual School, maximizing instructional staff, reducing construction costs, using joint-use facilities, implementing alternative class scheduling, redrawing attendance zones, implementing evening and multiple sessions and implementing year-round and non-traditional calendars.

Through Fiscal Year 2009-10, the District complied with the requirements of the Class Size Legislation which was based on the average class size at all schools. Beginning in Fiscal Year 2010-11, the requirements were based on the number of students in each individual classroom and subsequently, schools that provided choice (e.g., charter, magnet, career and technical, etc.) continued to be required to meet average class size. The District was at 100% compliance with class size requirements for Fiscal Years 2017/2018 and 2018/19.

# **LITIGATION**

Concurrently with the delivery of the Notes, the School Board Attorney will deliver an opinion substantially to the effect that there is no litigation or other proceedings pending or, to the best of her knowledge, threatened against the School Board that seeks to restrain or enjoin the issuance or delivery of the Notes or this Official

Statement or questioning or affecting the validity of the Notes, the Official Statement or the proceedings of the School Board with respect to the authorization, sale, execution or issuance of the Notes or the transactions contemplated by this Official Statement or any other agreement or instrument to which the School Board is a party in connection therewith and which is used or contemplated for use in the transactions contemplated by this Official Statement and neither the creation, organization nor existence of the School Board is being contested.

The District is involved in certain litigation and disputes incidental to its operations. Upon the basis of information presently available, the School Board Attorney believes that there are substantial defenses to such litigation and the disputes and that, in any event, any ultimate liability, in excess of applicable insurance coverage, resulting therefrom will not materially adversely affect the financial position or results of operations of the District.

#### NOTEHOLDER'S RISK

The Notes are limited obligations of the District payable from the Pledged Revenues as described herein, and are not secured by the full faith, credit and taxing power of the District. Because the Notes are limited obligations, the sources of money pledged to secure payment of the Notes may be insufficient therefor, and the Noteholders would not be able to compel the levy of taxes (other than the taxes levied for operating purposes for the 2019/20 Fiscal Year) or the institution of foreclosure proceedings against any property of the District to provide for payment of the Notes and the interest thereon. Certain factors may affect the adequacy of the Pledged Revenues to provide for payment of the Notes, and there can be no assurance that the Pledged Revenues will be adequate to provide for payment of the Notes and the interest thereon.

In particular, the adequacy of the Pledged Revenues to provide for repayment of the Notes depends upon (1) the ability of taxpayers in the County to pay the ad valorem taxes levied in 2019, (2) the percentage of collection of ad valorem taxes for the 2019/20 Fiscal Year, (3) the receipt by the District of the federal and State funds upon which it depends, in part, for the funding of its operations for the current year, and (4) the absence of the need for extraordinary, unforeseen expenditures during the 2019/20 Fiscal Year. These matters are largely dependent upon factors beyond the control of the District, and any adverse developments with respect to these or other factors could affect the ability of the District to pay the principal of and interest on the Notes.

#### FINANCIAL STATEMENTS

The General Purpose Financial Statements of Indian River County Public Schools, Florida, as of June 30, 2018 and for the year ended, appended hereto as Appendix B as part of this Official Statement have been audited by the Auditor General of the State of

Florida as set in its report dated March 27, 2019, which report is also appended hereto. The Auditor General of the State of Florida has not participated in the offering of the Notes.

Neither unaudited or audited financial statements for the Fiscal Year ended June 30, 2019 are available as of the date hereof.

#### **UNDERWRITING**

The Notes are being purchased by	(the "Underwriter") at an
aggregate purchase price of \$ (which const	ists of the par amount of the
Notes, plus a bond premium of \$ and le	ess underwriter's discount of
\$). The offer of the Underwriter to pure	hase the Notes provides for
purchase of all of the Notes if any are purchased.	

The Underwriter may offer to sell the Notes to certain dealers (including dealers depositing the Notes into investment trusts) and others at prices lower than the public offering prices stated on the cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

#### FINANCIAL ADVISOR

The District has retained Ford & Associates, Inc., Tampa, Florida, as financial advisor (the "Financial Advisor") with respect to the issuance and sale of the Notes. The Financial Advisor assisted in matters relating to the planning, structuring, and issuance of the Notes, and has provided additional advice. The Financial Advisor is not obligated to undertake nor has undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

#### **NOTE RATING**

Moody's Investors Service ("Moody's") has assigned its municipal bond rating of "\_\_\_\_\_" to the Notes. An explanation of the significance of the ratings may be obtained only from Moody's at the following address: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, 23rd Floor, New York, New York 10007, (212) 553-0501. There is no assurance that the rating will be in effect for any given period of time or that it will not be revised downward, suspended or withdrawn entirely by Moody's if in its judgment, circumstances so warrant. Any such downward revision, suspension or withdrawal of the rating given the Notes may have an adverse effect on the liquidity or market of the Notes.

#### LEGAL MATTERS

Certain legal matters in connection with the issuance of the Notes are subject to an approving legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Note Counsel, whose approving opinion (a form of which is attached hereto as APPENDIX D) will be available at the time of delivery of the Notes. The actual legal opinion to be delivered by Note Counsel may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of this Official Statement or otherwise shall create no implication that Note Counsel has reviewed or expresses any opinion concerning any of the matters referenced in the opinion subsequent to its date. Certain legal matters will be passed on for the School Board by its counsel, Garganese, Weiss, D'Agresta & Salzman, P.A., Vero Beach, Florida.

#### TAX EXEMPTION

# **Opinion of Note Counsel**

In the opinion of Note Counsel, the form of which is included as APPENDIX D hereto, under existing statutes, regulations, rulings and court decisions, the interest on the Notes is excludable from gross income of the owners thereof for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax. Failure by the School Board to comply subsequently to the issuance of the Notes with certain requirements of the Internal Revenue Code of 1986, as amended (the "Code"), including but not limited to requirements regarding the use, expenditure and investment of Note proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Notes to become includable in gross income for federal income tax purposes retroactive to their date of issuance. The School Board has covenanted in the Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Notes for purposes of federal income taxation. In rendering its opinion, Note Counsel has assumed continuing compliance with such covenants.

#### **Internal Revenue Code of 1986**

The Code contains a number of provisions that apply to the Notes, including among other things, restrictions relating to the use of investment of the proceeds of the Notes and the payment of certain arbitrage earnings in excess of the "yield" on the Notes to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Notes being included in gross income for federal income tax purposes retroactive to their date of issue.

#### **Financial Institutions**

Banks and thrift institutions are generally unable to deduct any portion of the interest expense allocable to purchasing or carrying tax-exempt obligations (except "qualified tax-exempt obligations") if such interest costs are incurred in taxable years ending after December 31, 1986, with respect to bonds after August 7, 1986. An exception is provided for "qualified tax exempt obligations" specifically designated as such by the issuer. The School Board has <u>not</u> designated the Notes as qualified tax-exempt obligations under Section 265(b)(3) of the Code.

# **Collateral Tax Consequences**

Except as described above, Note Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of, the Notes. Prospective purchasers of the Notes should be aware that the ownership of the Notes may result in other collateral federal tax consequences. For example, ownership of the Notes may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Notes, (2) the branch profits tax, and (3) the inclusion of interest on the Notes in passive income for certain Subchapter S corporations. In addition, the interest on the Notes may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE NOTES AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE NOTEHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE NOTEHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

#### **Other Tax Matters**

Interest on the Notes may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Notes should consult their tax advisors as to the income tax status of interest on the Notes in their particular state or local jurisdictions.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Notes. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Notes. From time to time, legislative proposals are pending which could

have an effect on both the federal tax consequences resulting from ownership of the Notes and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Notes.

# **Original Issue Premium**

Certain of the Notes (the "Premium Notes") may be offered and sold to the public at a price in excess of the principal amount of such Premium Notes, which excess constitutes to an initial purchaser amortizable note premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable note premium for a taxable year is determined actuarially on a constant interest rate basis over the term of the Premium Notes which term ends on the earlier of the maturity or call date for each Premium Notes which minimizes the yield on said Premium Notes to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Note, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Note annually by the amount of amortizable note premium for the taxable year. The amortization of note premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Notes. The federal income tax consequences of the purchase, ownership and sale or other disposition of Premium Notes which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. Owners of the Premium Notes are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Notes.

#### FORWARD LOOKING STATEMENTS

This Official Statement contains statements relating to future results that are "forward looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Official Statement, the words "estimate," "forecast," "intend," "expect," "budget" and similar expressions identify forward looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward looking statements. Among the factors that may cause projected revenues and expenditures to be materially different from those anticipated are an inability to incur debt at assumed rates, factors affecting ad valorem and other revenues, federal legislation and/or regulations, and regulatory and other restrictions. Any forecast is subject to such uncertainties. Therefore, there are likely to be differences between budgets and actual results, and those differences may be material.

# DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Section 517.051, Florida Statutes, and the regulations promulgated thereunder require that the District make a full and fair disclosure of any bonds or other debt obligations of such entity that have been in default as to principal or interest at any time after December 31, 1975, as provided by rule of the Florida Department of Banking and Finance (the "Department"). Pursuant to Rule 69W-400.003, Florida Administrative Code, the Department has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the District, and certain additional financial information, unless the District believes in good faith that such information would not be considered material by a reasonable investor. The District is not and has not been in default on any bond issued since December 31, 1975 which would be considered material by a reasonable investor.

# **CONTINGENT FEES**

The Board has retained Note Counsel and the Financial Advisor, with respect to the authorization, sale, execution and delivery of the Notes. Payment of each fee of such professionals is each contingent upon the issuance of the Notes.

#### CONTINUING DISCLOSURE

The District has covenanted for the benefit of the Noteholders to provide notices of the occurrence of certain enumerated events. Such covenant shall only apply so long as the Notes remain outstanding under the Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of S.E.C. Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administration action. The notices of material events will be filed by the District with the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access ("EMMA") System described in the Form of the Continuing Disclosure Certificate attached hereto as APPENDIX E. The specific nature of the notices of material events are described in "APPENDIX E - Form of Continuing Disclosure Certificate," which shall be executed by the District at the time of issuance of the Notes. These covenants have been made in order to assist the Underwriter in complying with the Rule. Because the Notes mature in less than 18 months, the District is not required to provide any other information other than notices of material events pursuant to the Rule.

The District has hired Digital Assurance Certification, L.L.C. ("DAC") as its dissemination agent. [Review 5-Year Compliance]

#### MISCELLANEOUS

The information contained above is subject to change without notice and no implication is to be derived therefrom or from the sale of the Notes that there has been no change in the affairs of the District from the date hereof.

The Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or the holders of any of the Notes.

Further information regarding the District is available upon request from Indian River County Public Schools, Director of Finance, 6500 57th Street, Vero Beach, Florida 32967.

# CERTIFICATE CONCERNING THIS OFFICIAL STATEMENT

Concurrently with the delivery of the Notes, the Chairman of the School Board and the Interim Superintendent will furnish a certificate to the effect that, to the best of their knowledge, this Official Statement (excluding the information relating to DTC and its book-entry system), as of the date of delivery of the Notes, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances for which they were made, not misleading.

# THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA

By	: <u></u>							
٠	Chair	man,	The	School	Board	of	Indian	River
	Coun	ty, Flo	orida					
		•						
Ву	: <u></u>							
•	Interi	m S	uperi	ntenden	t/Ex-Of	ficio	Sec <sub>1</sub>	retary
	The	Schoo	ol Bo	oard of	Indian	Ri	ver C	ounty
	Florio	da						•

# APPENDIX A

# GENERAL INFORMATION REGARDING INDIAN RIVER COUNTY, FLORIDA

#### **APPENDIX B**

# EXCERPTED PAGES FROM THE AUDITED FINANCIAL STATEMENTS OF THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY, FLORIDA FOR THE FISCAL ENDED JUNE 30, 2018

## APPENDIX C

## **COPY OF RESOLUTION**

## APPENDIX D

## FORM OF LEGAL OPINION

## APPENDIX E

#### FORM OF CONTINUING DISCLOSURE CERTIFICATE

#### CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the School District of Indian River County, Florida (the "Issuer") in connection with the issuance of its \$\_\_\_\_\_ Tax Anticipation Notes, Series 2019 (the "Notes"). The Notes are being issued pursuant to the Issuer's resolution adopted on July 23, 2019 (the "Resolution"). The Issuer covenants and agrees as follows:

**SECTION 1. PURPOSE OF DISCLOSURE CERTIFICATE.** This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Noteholders and in order to assist the original underwriters of the Notes in complying with Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission ("SEC") pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time (the "Rule").

**SECTION 2. REPORTING SIGNIFICANT EVENTS.** The Issuer shall provide to the MSRB and to the SID, if any, on a timely basis not in excess of 10 business days after the occurrence of the event, notice of any of the following events, if such event is material with respect to the Notes or the Issuer's ability to satisfy its payment obligations with respect to the Notes; provided, however, to the extent the Issuer has provided notice of any such event to a dissemination agent pursuant to any other undertaking executed by the Issuer in accordance with the Rule, the Issuer's obligations as set forth in this Section 2 shall be deemed to be satisfied:

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancement reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Notes, or other material or events affecting the tax status of the Notes;
  - (G) Modifications to rights of Noteholders;
  - (H) Calls on the Notes;
  - (I) Tender offers with respect to the Notes;

- (J) Defeasance of the Notes;
- (K) Release, substitution, or sale of property securing repayment of the Notes;
- (L) Rating changes;
- (M) Bankruptcy, insolvency, receivership or similar event of the Issuer (this event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer);
- (N) The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; and
- (O) Appointment of a successor or additional trustee or the change of name of a trustee.
- (P) Incurrence of a financial obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Issuer, any of which affect security holders, if material; and
- (Q) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Issuer, any of which reflect financial difficulties.

For purposes of (P) and (Q) above, "financial obligation" shall have the meaning set forth in the Rule.

The Issuer may from time to time, in its discretion, choose to provide notice of the occurrence of certain other events, in addition to those listed in this Section 2, if, in the judgment of the Issuer, such other events are material with respect to the Notes, but the Issuer does not specifically undertake to commit to provide any such additional notice of the occurrence of any material event except those events listed above.

Upon the occurrence of a significant event described in this Section 2, the Issuer shall as soon as possible determine if such event would be material under applicable

federal securities law to holders of Notes, <u>provided</u>, that any event under clauses (A), (C), (D), (E), (F), (I), (J), (K), (L) or (M) above will always be deemed to be material.

SECTION 3. SUBMISSION OF INFORMATION TO THE MSRB. The information required to be disclosed pursuant to Section 2 of this Disclosure Certificate shall be submitted to the MSRB through its Electronic Municipal Market Access system ("EMMA"). Subject to future changes in submission rules and regulations, such submissions shall be provided to the MSRB, through EMMA, in portable document format ("PDF") files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. Such PDF files shall be word-searchable (allowing the user to search for specific terms used within the document through a search or find function available in a software package).

Subject to future changes in submission rules and regulations, at the time that such information is submitted through EMMA, the Issuer, or any dissemination agent engaged by the Issuer pursuant to Section 6 hereof, shall also provide to the MSRB information necessary to accurately identify, as applicable:

- (A) the category of information being provided;
- (B) the period covered by the CAFR and any additional financial information and operating data being provided;
- (C) the issues or specific securities to which such submission is related or otherwise material (including CUSIP number, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
  - (D) the name of any Obligated Person other than the Issuer;
  - (E) the name and date of the document being submitted; and
  - (F) contact information for the submitter.

SECTION 4. NO EVENT OF DEFAULT. Notwithstanding any other provision in the Resolution to the contrary, failure of the Issuer to comply with the provisions of this Disclosure Certificate shall not be considered an event of default under the Resolution. To the extent permitted by law, the sole and exclusive remedy of any Noteholder for the enforcement of the provisions hereof shall be an action for mandamus or specific performance, as applicable, by court order, to cause the Issuer to comply with its obligations hereunder. For purposes of this Disclosure Certificate, "Noteholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (B) is treated as the owner of any Note for federal income tax purposes.

**SECTION 5. INCORPORATION BY REFERENCE.** Any or all of the information required herein to be disclosed may be incorporated by reference from other documents, including official statements or debt issues of the Issuer or related public entities, which have been submitted to the MSRB or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Issuer shall clearly identify each document incorporated by reference.

**SECTION 6. DISSEMINATION AGENTS.** The Issuer may, from time to time, appoint or engage a dissemination agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such agent, with or without appointing a successor dissemination agent. The initial dissemination agent hereunder shall be Digital Assurance Certification, L.L.C.

**SECTION 7. TERMINATION.** The Issuer's obligations under this Disclosure Certificate shall terminate upon (A) the legal defeasance, or payment in full of all of the Notes, or (B) the termination of the continuing disclosure requirements of the Rule by legislative, judicial or administrative action.

**SECTION 8. AMENDMENTS.** Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision may be waived, if such amendment or waiver is supported by an opinion of counsel that is nationally recognized in the area of federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

**SECTION 9. ADDITIONAL INFORMATION.** Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any notices of the occurrence of significant events other than those events set forth in Section 2, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to provide notice of the occurrence of a significant event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Disclosure Certificate to update such information or include it in its future annual information or notice of occurrence of a significant event.

[Remainder of page intentionally left blank]

SECTION 10.	<b>OBLIGATED PERSONS.</b> If any person, other than the
Issuer, becomes an Oblig	gated Person (as defined in the Rule) relating to the Notes, the
Issuer shall use its best	efforts to require such Obligated Person to comply with all
provisions of the Rule ap	plicable to such Obligated Person.
, 2019	SCHOOL DISTRICT OF INDIAN RIVER
	COUNTY, FLORIDA
	D
	By:
	Interim Superintendent of Schools

#### SUMMARY NOTICE OF SALE

#### **FULL BOOK-ENTRY ONLY**

School District of Indian River County, Florida
Tax Anticipation Notes Series 2019

1 ax Anucipation Notes, Series 2019
NOTICE IS HEREBY GIVEN that electronic bids via the Bidcomp Parity® Competitive Bidding System ("Parity System") for the purchase of all, but not less than all, of \$* aggregate principal amount of Tax Anticipation Notes, Series 2019 (the "Notes") of The School District of Indian River County, Florida (the "District") will be received by The School Board of Indian River County, Florida (the "Board"), the governing body of the District, up to the time below specified.
Time: 11:00 a.m., Eastern Daylight Savings Time,, 2019
Electronic bids may be submitted only in accordance with the Official Notice of Sale and the Parity System.
The Notes will be dated the date of issuance of the Notes (presently anticipated to be
At the time of delivery of the Notes, the District will also deliver to the successful bidder, at the expense of the District, the approving opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Note Counsel, in substantially the form appearing in the Preliminary Official Statement described below.
The complete Official Notice of Sale, along with the Preliminary Official Statement relating to the Notes (the "Preliminary Official Statement") may be obtained on or after
School District of Indian River County, Florida Dr. Susan Moxley

**Interim Superintendent of Schools** 

<sup>\*</sup>Preliminary, subject to change.
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#### State Board of Education

Marva Johnson, Chair Andy Tuck, Vice Chair Members Ben Gibson Tom Grady Michael Olenick Joe York

Richard Corcoran Commissioner of Education

**Contact Information:** 

Penny. Taylor@fldoe.org

Penny Taylor 850-245-9522

DPS: 2019-77

#### **MEMORANDUM**

TO:

School District Superintendents

FROM:

Jacob Oliva

DATE:

June 28, 2019

**SUBJECT:** 

**Community School Grant Program** 

Community schools are improving student success and well-being in Florida by engaging and supporting parents and community organizations in their efforts to positively impact student learning and development.

I am pleased to announce that our state has established the Community School Grant Program in Senate Bill 7070 and the 2019-20 General Appropriations Act. This program will fund and support the planning and implementation of community school programs in Florida, including the successful Community Partnership School program based at the Center for Community Schools at the University of Central Florida. A Community Partnership School is defined as having four core partners: a school district, a nonprofit organization, a college or university, and a healthcare provider.

UCF's Center for Community Schools is administering the Community School Grant Program and the program's first Planning Grant Opportunity. The center will be accepting applications for grants of up to \$75,000 each to fund the planning of Community Partnership Schools in 2019-20 beginning July 1, 2019. Grant information, including priorities, and application instructions will be available on the center's website at https://ccie.ucf.edu/communityschools/grant-program.

The Community School Grant Program requires that a school district, nonprofit organization, college or university, and a healthcare provider have committed in writing to a long-term partnership that supports the development and implementation of a community school strategy. The nonprofit organization must be the fiscal agent of the award and lead submitter for the joint application. Applications must be submitted electronically no later than July 31, 2019, at 11:59 p.m. EST. The Community School Grant Program Grants Committee will select awardees based on the priorities of the grant program and application strength.

If you have questions about the Community School Grant Program or application, please contact Melanie Rodriguez, Coordinator, Center for Community Schools, College of Community Innovation and Education, University of Central Florida at Melanie.Rodriguez2@ucf.edu or at 407-823-5823.

JO/pt

JACOB OLIVA **CHANCELLOR OF PUBLIC SCHOOLS** 

