

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

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

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

Date: January 29, 2019

Time: 6:00 p.m.

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

Business Meeting Agenda

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS by Vero Beach High School's Air Force Junior ROTC Detachment 043 under the Direction of Wade E. Dues, Chief Master Sergeant, (Retired), Aerospace USAF.
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
 - A. **Musical Rendition by Sebastian River High School Encore**
 - B. **Short Video on School Initiatives**
 - C. **Casual for a Cause – Salvation Army**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
 - A. **Approval of Student Progression Plan for 2018-2019 – Mrs. Dampier**

The State Board of Education requires each District to maintain a Student Progression Plan that outlines policies and procedures related to promotion and retention. The District Student Progression Plan helps to ensure that the required program of study, placement, promotion, reporting, retention, and assessment procedures are equitable and comprehensive; thereby, providing accountability for all students. The School District of Indian River County's Student Progression Plan has been revised to reflect legislative changes and has been edited for clarification. Superintendent recommends approval.

B. Approval of Personnel Recommendations – Dr. Rendell

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

C. Approval of Out of Field Teachers Report – Dr. Rendell

Attached is the Out-of-Field Teachers Report for the second semester of the 2018-2019 school year. This report includes teachers who are out of field for course and ESOL. Superintendent recommends approval.

ADD-ON:

D. Approval for Vero Beach High School Orchestra to travel to New York City. – Mrs. Dampier

The Vero Beach High School Band Orchestra Program, under the direction of Mr. Matthew Stott is requesting permission to travel to New Your City as they have been invited to compete in the National Orchestra Cup. This trip would provide performance opportunities for our students as they continue to increase musical potential. The proposed trip would take place March 7-10, 2019. The individual Orchestra and Vero Beach High School Orchestra Boosters will cover all associated costs and fees. Insurance has been approved by Risk Management. Superintendent recommends approval.

VII. ACTION AGENDA

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

Deleted Item

B. Approval to Purchase the Mutualink/Rave Notification System In Accordance With SCSB RFP 16170008P-RC – Mr. Teske

This agenda item is a request for the Board to grant the authority to the Superintendent to issue a purchase order for the purchase of the **Mutualink/Rave Notification System** from Communications International for the Administration Building and 26 campuses. This solution will provide a platform for cross agency communication. The financial impact to the District for year one is \$83,603 .56. The funding for these purchases will be from District Security Enhancements allocation. Pricing is per Seminole County School Board RFP 16170008P-RC . This request is in compliance with all procurement rules contained in SB Policy 6320. Please see attached quote. Superintendent recommends approval.

C. Approval to Award Bid SDIRC #07-0-2019JC Single Point of Entry – Mr. Teske

Staff recommends award of this bid to Summit Construction of Vero Beach, LLC as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. The cost to the District is \$626,400 (base bid amount of \$522,000 and owner added contingency in the amount of \$104,400). Please see attached backup. Superintendent recommends approval.

D. Approval of Owner/Contractor Construction Agreement for Single Point of Entry (SDIRC #07-0-2019JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Summit Construction of Vero Beach, LLC. for Single Point of Entry (SDIRC #07-0-2019JC), in the amount of \$626,400.00. The scope of work includes renovations necessary to create a new single point of entry into the school's administration offices. The contract amount consists of the Contractor's Base Bid in the amount of \$522,000.00 and an owner added contingency in the amount of \$104,400.00, which includes all construction costs associated with this project. The contract amount does not include architectural and engineering fees at an estimated amount of \$74,714.00, for an overall total project cost of \$701,114.00. Superintendent recommends approval.

E. Approval to Award Bid SDIRC #08-0-2019JC Single Point of Entry – Mr. Teske

Staff recommends award of this bid to Bill Bryant & Associates, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. The cost to the District is \$610,146 (base bid amount of \$508,455 and owner added contingency in the amount of \$101,691). Please see attached backup. Superintendent recommends approval.

F. Approval of Owner/Contractor Construction Agreement for Single Point of Entry (SDIRC #08-0-2019JC) – Mr. Teske

Approval is recommended for the Owner/Contractor Construction Agreement between the School Board of Indian River County and Bill Bryant & Associates, Inc. for Single Point of Entry (SDIRC #08-0-2019JC), in the amount of \$610,146.00. The scope of work includes renovations necessary to create a new single point of entry into the school's administration offices. The contract amount consists of the Contractor's Base Bid in the amount of \$508,455.00 and an owner added contingency in the amount of \$101,691.00, which includes all construction costs associated with this project. The contract amount does not include architectural and engineering fees at an estimated amount of \$41,107.00, for an overall total project cost of \$651,253.00. Superintendent recommends approval.

G. Approval of Release of Final Payment to Hamilton Roofing, Inc. for Beachland Elementary Roof Replacements (ITB #14-B-060-DW) – Mr. Teske

Approval is recommended for release of Final Payment in the amount of \$58,491.32 to Hamilton Roofing, Inc. for the Beachland Elementary Roof Replacement Project (ITB #14-B-060-DW). On May 22, 2018, the Board approved the Owner Contractor Construction Agreement (Lump Sum) for the Beachland Elementary Roof Replacement Project in the amount of \$299,195.00 (\$249,329.00 Contractors Bid Price/\$49,866.00 Owner Added Contingency); with the final construction cost for this project totaling \$239,261.31. The unused portion of the contract in the amount of \$59,933.69 consists of the remainder of the contract base bid and the unused owner added contingency. The contract amount does not include Engineering fees totaling \$40,000.00, for an overall total project cost of \$279,261.31. Final payment for this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. Superintendent recommends approval.

H. Approval to Issue a Purchase Order That Exceeds \$50,000 – Mr. Teske

Pursuant to School Board Policy 6320, the Superintendent's authority is limited to purchase commodities and/or contractual services where the total amount does not exceed \$50,000 and does not exceed the applicable appropriation in the District Budget. Staff is requesting approval to process and release the requisition listed on the backup for this item. This requisition is for new kitchen equipment at Vero Beach High School Freshman Learning Center in the amount of \$99,550.88. This requisition exceeds \$50,000 and therefore requires Board approval. This requisition is in full compliance with School Board Policy 6320. Superintendent recommends approval.

I. Approval to Renew Agreement for #15-0-2018/JC Request for Proposal (RFP) for Lawn Maintenance Districtwide – Mr. Teske

Pursuant to the terms and conditions of RFP #15-0-2018/JC, the Purchasing Department is requesting approval to renew this Agreement for a period of six (6) months with Brightview Landscaping Services, Inc. Scope of work is to provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain customer's landscape in an attractive, safe condition throughout the contract period. Pricing shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and services necessary for grounds maintenance to all locations within the district. The estimated semi- annual expenditure is \$296,208.00. All prices, terms and conditions shall remain the same. The new contract period is March 2nd 2019, through August 31st, 2019. Please see attached backup. Superintendent recommends approval.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

- 1) Follow-up on Recent Discrepancies with Fund (Unrestricted Reserves) Balance - Mrs. Zorc

ADD-ON:

- 2) Equity Committee Email from January 23, 2019 – Dr. Schiff/Mrs. Zorc

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

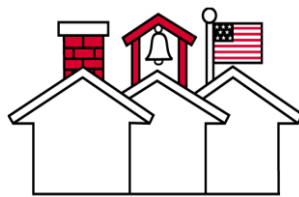
XIII. ADJOURNMENT

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

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

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School District of Indian River County
Student Progression Plan



www.indianriverschools.org

6500 57th Street Vero Beach, FL 32967 | 772.564.3000

Student Progression Plan

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Introduction

The School District of Indian River County Student Progression Plan is designed to provide valuable information for school personnel, students, families, and interested citizens about student progression from grade to grade and graduation requirements. Satisfactory progress through the system depends on the combined efforts of students, parents, professional educators and the School Board.

This plan gives consideration to the best interest of our students, and complies with state statutes and State Board of Education directives. As with all policy handbooks, periodic review and revision is undertaken to remain consistent with the intent of our local school board and legislative actions.

The document is divided into sections to facilitate location of specific information. The introduction provides information that is applicable to all grade levels.

This document along with School Board policies and district procedures guides our staff as we strive to educate and inspire every student to be successful.

The School District reserves the right to make changes that will help to clarify any technical guidance that is presented to the district from the Florida Department of Education.

Responsibilities Related to Student Progression

1. Principal

- a. Administer the plan within the school.
- b. Assist and supervise teachers in utilizing the State of Florida adopted curriculum standards, curriculum guides, scope and sequence charts, Florida Standards Assessment (FSA) item specifications, management systems, curriculum frameworks, course student performance standards, and to assist and supervise teacher preparation of additional subject goals and objectives.
- c. Make the final decision regarding the assignment of specific students.
- d. Inform parents/guardians of student progress and of the possible retention of their child as soon as possible.
- e. Make available to all parents/guardians and students a copy of the Student Progression Plan.

2. Teacher

- a. Use the State of Florida adopted curriculum standards, curriculum frameworks, and course student performance standards.
- b. Align student evaluation to Florida Standards, FSA item specifications, and district programs.
- c. Utilize all available data including achievement and assessment test results, progress tests, daily assignments, teacher observations, portfolios, past performance and other available information to plan instruction and evaluate student performance.

- d. Determine a student's grades and follow established district and school procedures for reporting and recording them.
- e. Advise the principal regarding grade level assignment of students.
- f. Inform parents/guardians of student progress and seek their assistance in meeting student needs.
- g. Help students acquire study skills and self-discipline needed to complete coursework successfully.
- h. Schedule conferences with parents if progress reports indicate their child is having difficulty.
- i. Follow the Plan as it pertains to grade level assignment.

3. Parent/Guardian

- a. Require consistent school attendance by the student.
- b. Assist their child in developing good study and work habits, self-discipline and respect for school and school personnel.
- c. Review official grade reports from the school and schedule conferences with teachers if such reports indicate that the student is having difficulty.
- d. Honor requests for conferences from school officials whenever possible.
- e. Respond promptly to all requests from the school for information.
- f. Stay informed of their child(Ren)'s progress through scheduled parent-teacher conferences, interim progress reports, report cards, progress reports and communications from the schools.

4. Student

- a. Try to accomplish all objectives in each subject.
- b. Maintain good attendance.
- c. Take home to parents/guardians all interim progress reports, report cards and other communications from the school.
- d. Develop good study habits and self-discipline, as well as accept additional help from available educational personnel and parents if experiencing school related problems.
- e. Make his/her best effort in taking all assessments.

General Information

Entrance Requirements

1. Mandatory School Age

Florida Law (s. 1003.21, F.S.) states that all children who are either six years of age, who will be six years old by February 1 of any school year, or who are older than six years of age but who have not attained the age of 16 years, must attend school regularly during the entire school term. A student who attains the age of 16 years during the school year is not subject to compulsory attendance beyond the date of which the student attains that age if he/she files a formal declaration of intent to terminate school enrollment with the school district.

2. Kindergarten Admission

s. 1003.21(1)(a)2, F.S. specifies that children who have attained the age of five years on or before September 1 of the school year are eligible for admission to public kindergarten during that school year based on rules prescribed by the School Board. Students are eligible for kindergarten attendance provided they meet the age requirement.

There is no early entry into kindergarten. Florida Statutes or State Board of Education Rules do not include any provision to waive the age requirement for kindergarten enrollment.

3. Proof of Residency

Verification of a parent or guardian's residence shall be required at the time the child registers for school. Verification of residence may also be required at any other time at the discretion of the Superintendent or designee.

4. Requirements to Enroll a Student in a Florida School

- a. Proof of age. A certified birth certificate for US citizens may be requested online at: <http://www.cdc.gov/nchs/howto/w2w/w2welcom.htm>. If a birth certificate is not available refer to [1003.21, F.S.](#), for other acceptable documentation.
- b. A Florida Certificate of Immunization, Form 680, completed by a Florida physician or by a Florida county health department. Parents should obtain a copy of their child's complete immunization history before leaving their current residence, as this form is not available to the public. Information on Florida school immunization requirements is available at: http://www.doh.state.fl.us/Family/school/parent/parent_info.html.
- c. Evidence of a medical exam completed no less than 12 months prior to the child's school entry date. If the medical exam meets this 12-month requirement, parents may submit this information on the School-Entry Health Exam Form (DH 3040) or provide a copy of the exam obtained from their current physician before moving to Florida. This form and the accompanying guide are available online at: <http://www.floridahealth.gov/programs-and-services/childrens-health/school-health/documents/school-health-entry-exam-form-dh3040-chp-07-2013.pdf>

- d. Official documentation that the parent(s) or guardian(s) is a legal resident(s) of the school district attendance area.

5. First Grade Admission

Per 1003.21 F.S., any child who has attained the age of six (6) years on or before September 1st of the school year and who has been enrolled in a public school or who has attained the age of six (6) years on or before September 1st and has satisfactorily completed the requirements for kindergarten in a nonpublic school, or who otherwise meets the criteria for admission or transfer in a manner similar to that applicable to other grades, shall progress according to the District's Student Progression Plan.

Students transferring to first grade from a kindergarten program other than the one offered by the District will need written verification of satisfactory completion of kindergarten from the public or nonpublic school attended. Verification forms are available at each elementary school.

6. Underage Transfers from Out-of-State Kindergarten to First Grade

Per Rule 6A-1.0985, Florida Administrative Code (F.A.C.), entry into kindergarten and first grade by Out-of-State Transfer Students, kindergarten and first grade students transferring from another state who do not meet the Florida age requirements must comply with rules established by the Florida Department of Education.

- a. Any student who transfers from an out-of-state public school and who does not meet regular age requirements for admission to Florida public schools shall be admitted upon presentation of the data required in subsection (c).
- b. Any student who transfers from an out-of-state nonpublic school and who does not meet regular age requirements for admission to Florida public schools may be admitted if the student meets age requirements for public schools within the state from which he or she is transferring, and if the transfer of the student's academic credit is acceptable under rules of the School Board. Prior to admission, the parent or guardian must also provide the data required in subsection (c).
- c. To be admitted to Florida schools, a student transferring from an out-of-state school must provide the following data:
 - i. Official documentation that the parent(s) or guardian(s) was a legal resident(s) of the state in which the child was previously enrolled in school;
 - ii. An official letter or transcript from the proper school authority which shows record of attendance, academic information, and grade placement of the student;
 - iii. Evidence of immunization against communicable diseases as required in s. 1003.22, F.S.;
 - iv. Evidence of date of birth in accordance with s. 1003.21, F.S.; and
 - v. Evidence of a medical examination completed within the last twelve (12) months in accordance with s. 1003.22, F.S.

7. Initial Entry to Grades K to 8

Students transferring within county district schools in grades kindergarten through eight will be

eligible for the previous district school's recommended grade placement if the district criteria for transfer are met.

- a. The principal shall require that any student entering a Florida school for the first time present a certificate of immunization that shall include: diphtheria, pertussis, tetanus (DPT), poliomyelitis, rubella, and mumps. However, any child shall be exempt from the requirement upon written request of the parent or guardian of such child stating objections on religious grounds, or if a competent medical authority certifies in writing that the child should be exempt for medical reasons.
- b. The principal shall require that any student entering a Florida school for the first time present a certification of a school entry medical examination performed within the twelve (12) months prior to enrollment in school. This medical examination shall be on a form provided by the Indian River County Health Department. A medical examination is acceptable based on a school record or out-of-state doctor's record, but must be kept separate for review and certification by the school nurse.
- c. A child may be exempt from the required physical examination and/or immunization upon written request of the parent or guardian of such child stating objection to examination and/or immunization on religious grounds or for medical reasons certified by a competent medical authority.
- d. Children entering the District shall comply with s. 1003.21 F.S. and s. 1003.22 F.S.

8. Evidence of Birth

All students entering the District (K-12) for the first time will be required to submit evidence confirming date of birth. If the first prescribed evidence is not available, the next evidence in the order set forth below shall be accepted:

- a. Duly attested transcript of the child's birth record filed per law (birth certificate). A duly attested transcript of a certificate of baptism must show the date of birth and place of baptism of the child, accompanied by an affidavit sworn to by the parent.
- b. An insurance policy on the child's life which has been in force for at least two (2) years.
- c. A bona fide contemporary religious record of the child's birth accompanied by an affidavit sworn to by the parent.
- d. A passport or certificate of arrival in the United States showing the age of the child.
- e. A transcript of record of age shown in the child's school record of at least four years prior to application, stating date of birth.
- f. If none of these evidences can be produced, an affidavit of age, sworn to by the parent, accompanied by a certificate of age signed by a public health officer or a licensed physician or county health official which shall state that the physician has examined the child and believes that the age as stated in the affidavit is substantially correct.

Early Warning System- 1001.42 (18) (b) F.S.

A school that serves any student in kindergarten through grade 8 shall implement an early warning system to identify students in such grades who need additional support to improve academic performance and stay engaged in school. The Early Warning System must include the following early

warning indicators:

1. Attendance (excused and/or unexcused and including out of school suspension days) below 90%,
2. One or more suspensions (in-school and/or out of school),
3. A Level 1 on the statewide assessments in English Language Arts and/or Mathematics or for students in kindergarten through grade 3, a substantial reading deficiency under s. 1008.25 (5) (a), F.S. and
4. A failing course grade in English Language Arts or Mathematics during any grading period. The system must include data on the number of students identified by the system as exhibiting two or more early warning indicators, the number of students by grade level who exhibit each early warning indicator, and a description of all early warning indicator, and a description of all intervention strategies employed by the school to improve the academic performance of students identified by the early warning system.

Interstate Compact on Educational Opportunity for Military Children s. 1000.36 (3). F.S.

The Interstate Compact on Educational Opportunity for Military Children removes barriers to educational success imposed on children of military families because of frequent moves and deployment of their parents.

The School Board of Indian River County works with U.S. Southern Command to ensure that students who are military dependents receive the necessary support as they transition into The School District of Indian River County. Special accommodations are made for dependents of active military personnel. (Documentation of “active” military status is required). SB 1060 – F.S. 1000.36, 1000.37, 51000.38, and 1000.39.

Assistance to Transitioning Students from Military Families – s. 1003.05(3), F.S.

Dependent children of active duty military personnel who otherwise meet the eligibility criteria for special academic programs offered through public schools shall be given first preference for admission to such programs even if the program is being offered through a public school other than the school to which the student would generally be assigned. If such a program is offered through a public school other than the school to which the student would generally be assigned, the parent or guardian of the student must assume responsibility for transporting the student to that school. For purposes of this subsection, special academic programs include magnet schools, advanced studies programs, Advanced Placement, dual enrollment, Advanced International Certificate of Education, and International Baccalaureate.

Attendance

School attendance is the direct responsibility of the parent(s)/guardian(s). All students are expected to attend school regularly and to be on time for classes to benefit from the instructional program and to develop habits of punctuality, self-discipline and responsibility. Students who attend school regularly have been shown to achieve at higher levels than students who do not have regular attendance. A missed school day is a lost opportunity for students to learn.

No Academic Exemptions Based on Student Attendance- s. 1003.33, F. S.

There are no academic exemptions based on student attendance. A student may not be exempt from academic performance requirements based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement.

Student Placement

The principal is responsible for appropriate placement of students. Principals will use records provided to place students who transfer from non-district schools, private schools or home education programs. In the absence of appropriate records, the principal shall temporarily assign the pupil to the grade deemed to be proper until a copy of the student's official record is received or proper grade placement is otherwise determined. It is the intention of the School District of Indian River County to meet student academic needs in an age appropriate setting whenever possible. The principal may reassign students during the school year if teacher evaluation and test scores indicate the need for reassignment. When consideration is given to placing students outside of their age appropriate setting, the Executive Director of Elementary Education and the Executive Director of Secondary Education will be involved in the decision-making process. This process would involve the accumulation of evidence that the student is prepared academically, socially and emotionally for the challenges of that grade.

Classroom Transfers

If a parent makes a written request to have his or her child transferred to another classroom teacher, the Principal must approve or deny the transfer within two weeks after receiving a request. If a request is denied, the Principal must notify the parent and specify the reasons for the denial. F.S.1003.3101

Grading

Per s. 1003.33, F. S., report cards must clearly depict and grade the student's academic performance in each class or course, which in grades 1 through 12 must be based upon examinations as well as written papers, class participation, and other academic performance criteria, and must include the student's performance or nonperformance at his or her grade level, the student's conduct and behavior, as well as the student's attendance, including absences and tardiness.

Grades are an indication of what students know and can do in relation to the standards. Grades should be balanced among the grading categories over the course of the nine weeks/semester.

As per statute, a student's final report card for a school year shall contain a statement indicating end-of-the-year status regarding performance or non-performance at grade level, acceptable or unacceptable behavior and attendance, and promotion or non-promotion.

District school boards shall not allow schools to exempt students from academic performance requirements based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement.

Florida Standards

The standards that establish the core content of the curricula to be taught and the core content knowledge and skills that K-12 public school students are expected to acquire are the Florida Standards, as approved by the Florida Department of Education.

Specific Requirements of the Florida Standards include:

- Rigor and relevance.
- Progression that is logical and sequential and incrementally increases students' core-content knowledge and skills over time.
- For all subjects, integration, critical thinking; problem-solving and workforce literacy skills; communication, reading and writing skills; mathematics skills; collaboration skills; contextual and applied-learning skills; technology-literacy skills; information and media-literacy skills; and civic-engagement skills.
- Distinct grade-level expectations for the core content-knowledge and skills that a student is expected to have acquired by each individual grade level from kindergarten through grade 8.
- Standards for grades 9 through 12 which may be organized by grade clusters for more than one grade. Visual and performing arts, physical education, health, foreign language standards may be organized by grade clusters of more than one grade level for grades 6 through 12.
- English Language Arts Florida Standards must establish specific curricular content for reading, writing, speaking and listening, and language.

- Science Florida Standards must establish specific curricular content for the nature of science, earth and space science, physical science, and life science.
- Mathematics Florida Standards must establish specific curricular content for algebra, geometry, statistics and probability, number and quantity functions, and modeling.
- Visual and performing arts, physical education, healthy, and foreign language Florida Standards must establish specific curricular content and include distinct grade-level expectations for the core content knowledge and skills that a student is expected to have acquired by each individual grade level from kindergarten through grade 5. The standards from grades 6 through 12 may be organized by grade clusters.

SCHOOL PARTICIPATION IN THE STATEWIDE, STANDARDIZED ASSESSMENT PROGRAM s. 1008.22 (4), F. S.—

- 1) Each public school shall participate in the statewide, standardized assessment program in accordance with the assessment and reporting schedules and the minimum and recommended technology requirements published by the Commissioner of Education. District school boards shall not establish school calendars that conflict with or jeopardize implementation of the assessment program. All district school boards shall report assessment results using the state management information system. Performance data shall be analyzed and reported to parents, the community, and the state. Student performance data shall be used

by districts in developing objectives for the school improvement plan, evaluating instructional personnel and administrative personnel, assigning staff, allocating resources, acquiring instructional materials and technology, implementing performance-based budgeting, and promoting and assigning students to educational programs. The analysis of student performance data must also identify strengths and needs in the educational program and trends over time. The analysis must be used in conjunction with the budgetary planning processes developed pursuant to s. 1008.385 and the development of remediation programs.

- 2) REQUIRED ANALYSES. —The commissioner shall provide, at a minimum, statewide, standardized assessment data analysis showing student achievement levels and learning gains by teacher, school, and school district.
- 3) LOCAL ASSESSMENT OF STUDENTS PERFORMANCE ON STATE STANDARDS.
 - a) Measurement of student performance is the responsibility of school districts except in those subjects and grade levels measured under the statewide, standardized assessment program described in this section. When available, instructional personnel must be provided with information on student achievement of standards and benchmarks to improve instruction.
 - b) The Commissioner of Education shall assist and support districts in measuring student performance on the state standards by maintaining a statewide item bank, facilitating the sharing of developed tests or test items among school districts, and providing technical assistance in best assessment practices. The commissioner may discontinue the item bank if he or she determines that district participation is insufficient for its sustainability.
- 4) ASSESSMENT SCHEDULES AND REPORTING OF RESULTS.
 - a) Assessment results for the statewide, standardized ELA and mathematics assessments and all statewide, standardized EOC assessments must be made available no later than June 30, except for results for the grade 3 statewide, standardized ELA assessment, which must be made available no later than May 31. School districts shall administer statewide, standardized assessments in accordance with the schedule established by the commissioner.
 - b) By January of each year, the commissioner shall publish on the department's website a uniform calendar that includes the assessment and reporting schedules for, at a minimum, the next 2 school years. The uniform calendar must be provided to school districts in an electronic format that allows each school district and public school to populate the calendar with, at minimum, the following information for reporting the district assessment schedules under paragraph (d):
 1. Whether the assessment is a district-required assessment or a state-required assessment.
 2. The specific date or dates that each assessment will be administered.
 3. The time allotted to administer each assessment.
 4. Whether the assessment is a computer-based assessment or a paper-based assessment.
 5. The grade level or subject area associated with the assessment.
 6. The date that the assessment results are expected to be available to teachers and parents.
 7. The type of assessment, the purpose of the assessment, and the use of the

assessment results.

8. A glossary of assessment terminology.
9. Estimates of average time for administering state-required and district-required assessments, by grade level.

(c) The spring administration of the statewide, standardized assessments in paragraphs (3)(a) and (b), excluding assessment retakes, must be in accordance with the following schedule:

1. The grade 3 statewide, standardized ELA assessment and the writing portion of the statewide, standardized ELA assessment for grades 4 through 10 must be administered no earlier than April 1 each year within an assessment window not to exceed 2 weeks.
2. Except for assessments identified in subparagraph 1., any statewide, standardized assessment that is delivered in a paper-based format must be administered no earlier than May 1 each year within an assessment window not to exceed 2 weeks.
3. Except for assessments identified in subparagraphs 1. and 2., any statewide, standardized assessment must be administered within a 4-week assessment window that opens no earlier than May 1 each year.

Each school district shall administer the assessments identified under subparagraphs 2. and 3. no earlier than 4 weeks before the last day of school for the district.

- (d) Each school district shall establish schedules for the administration of any statewide, standardized assessments and district-required assessments and approve the schedules as an agenda item at a district school board meeting. Each school district shall publish the testing schedules on its website using the uniform calendar, including all information required under paragraph (b), and submit the schedules to the Department of Education by October 1 of each year. Each public school shall publish schedules for statewide, standardized assessments and district-required assessments on its website using the uniform calendar, including all information required under paragraph (b). The uniform calendar must be included in the parent guide required by s. 1002.23(5).
- (e) A school district may not schedule more than 5 percent of a student's total school hours in a school year to administer statewide, standardized assessments and district-required local assessments. The district must secure written consent from a student's parent before administering district-required local assessments that, after applicable statewide, standardized assessments are scheduled, exceed the 5 percent test administration limit for that student under this paragraph. The 5 percent test administration limit for a student under this paragraph may be exceeded as needed to provide test accommodations that are required by an IEP or are appropriate for an
- (f) English language learner who is currently receiving services in a program operated in accordance with an approved English language learner district plan pursuant to s. 1003.56. Notwithstanding this paragraph, a student may choose within a school year to take an examination or assessment adopted by State Board of Education rule pursuant to this section and ss. 1007.27, 1008.30, and 1008.44.
- (g) A statewide, standardized EOC assessment must be used as the final cumulative

examination for its associated course. No additional final assessment may be administered in a course with a statewide, standardized EOC assessment. A district-required local assessment may be used as the final cumulative examination for its associated course in accordance with the school district's policy.

(h) A school district must provide a student's performance results on district-required local assessments to the student's teachers within 1 week and to the student's parents no later than 30 days after administering such assessments, unless the superintendent determines in writing that extenuating circumstances exist and reports the extenuating circumstances to the district school board.

(i) The results of statewide, standardized ELA and mathematics assessments, including assessment retakes, shall be reported in an easy-to-read and understandable format and delivered in time to provide useful, actionable information to students, parents, and each student's current teacher of record and teacher of record for the subsequent school year; however, in any case, the district shall provide the results pursuant to this paragraph within 1 week after receiving the results from the department. A report of student assessment results must, at a minimum, contain:

1. A clear explanation of the student's performance on the applicable statewide, standardized assessments.
2. Information identifying the student's areas of strength and areas in need of improvement.
3. Specific actions that may be taken, and the available resources that may be used, by the student's parent to assist his or her child based on the student's areas of strength and areas in need of improvement.
4. Longitudinal information, if available, on the student's progress in each subject area based on previous statewide, standardized assessment data.
5. Comparative information showing the student's score compared to other students in the school district, in the state, or, if available, in other states.
6. Predictive information, if available, showing the linkage between the scores attained by the student on the statewide, standardized assessments and the scores he or she may potentially attain on nationally recognized college entrance examinations.

(l) The State Board of Education shall adopt rules for the development of the uniform calendar that, at minimum, define terms that must be used in the calendar to describe various assessments, including the terms "summative assessment," "formative assessment," and "interim assessment."

5) PUBLICATION OF ASSESSMENTS. —To promote transparency in the statewide assessment program, in any procurement for the ELA assessment in grades 3 through 10 and the mathematics assessment in grades 3 through 8, the Department of Education shall solicit cost proposals for publication of the state assessments on its website in accordance with this subsection.

2(a) The department shall publish each assessment administered under paragraph (3)(a) and subparagraph (3)(b)1., excluding assessment retakes, at least once on a triennial basis pursuant to a schedule determined by the Commissioner of Education. Each assessment, when published, must have been administered during the most recent school year and be in a format that facilitates the sharing of assessment items.

- (b) The initial publication of assessments must occur no later than June 30, 2021, subject to appropriation, and must include, at a minimum, the grade 3 ELA and mathematics assessments, the grade 10 ELA assessment, and the Algebra I EOC assessment.
 - (c) The department must provide materials on its website to help the public interpret assessment information published pursuant to this subsection.
- 6) **CONCORDANT SCORES.** —The Commissioner of Education must identify scores on the SAT and ACT that if achieved satisfy the graduation requirement that a student pass the grade 10 statewide, standardized Reading assessment or, upon implementation, the grade 10 ELA assessment. The commissioner may identify concordant scores on assessments other than the SAT and ACT. If the content or scoring procedures change for the grade 10 Reading assessment or, upon implementation, the grade 10 ELA assessment, new concordant scores must be determined. If new concordant scores are not timely adopted, the last-adopted concordant scores remain in effect until new scores are adopted. The state board shall adopt concordant scores in rule.
- 7) **COMPARATIVE SCORES FOR END-OF-COURSE (EOC) ASSESSMENT.** —The Commissioner of Education must identify one or more comparative scores for the Algebra I EOC assessment. If the content or scoring procedures change for the EOC assessment, new comparative scores must be determined. If new comparative scores are not timely adopted, the last-adopted comparative scores remain in effect until new scores are adopted. The state board shall adopt comparative scores in rule.
- 8) **CHILD WITH MEDICAL COMPLEXITY.** —In addition to the exemption option provided for under s. 1008.212, effective July 1, 2014, a child with a medical complexity may be exempt from participating in statewide, standardized assessments, including the Florida Alternate Assessment (FAA), pursuant to the provisions of this subsection.
- a) *Definition of child with medical complexity.* —A child with a medical complexity means a child who, based upon medical documentation from a physician licensed under chapter 458 or chapter 459 is medically fragile and needs intensive care due to a condition such as congenital or acquired multisystem disease; has a severe neurological or cognitive disorder with marked functional impairment; or is technology dependent for activities of daily living; and lacks the capacity to take or perform on an assessment.
 - b) *Exemption options.* —If the parent consents in writing, and the IEP team determines that the child should not be assessed based upon medical documentation that the child meets the definition of a child with medical complexity, then the parent may choose one of the following three assessment exemption options.
 1. One-year exemption approved by the district school superintendent. If the superintendent is provided written documentation of parental consent and appropriate medical documentation to support the IEP team’s determination that the child is a child with medical complexity, then the superintendent may approve a one-year exemption from all statewide, standardized assessments, including the FAA. The superintendent shall report annually to the district school board and the Commissioner of Education the number of students who are identified as a child with medical complexity who are not participating in the assessment program.
 2. One- to three-year exemption approved by the Commissioner of Education. If the commissioner is provided written documentation of parental consent; district school superintendent approval; the IEP team’s determination that the child is a child with

medical complexity based upon appropriate medical documentation; and all medical documentation, then the commissioner may exempt the child from all statewide, standardized assessments, including the FAA, for up to 3 years. The State Board of Education shall adopt rules to administer this subparagraph which must expedite the process by which exemptions are reviewed and approved and which demonstrate the utmost compassion and consideration for meeting the parent's and child's needs.

3. Permanent exemption approved by the Commissioner of Education. If the commissioner is provided written documentation of parental consent; district school superintendent approval of a permanent exemption; the IEP team's determination that the child is a child with medical complexity based upon appropriate medical documentation and that a permanent exemption is appropriate; and all medical documentation, then the commissioner may approve a permanent exemption from all statewide, standardized assessments, including the FAA. The State Board of Education shall adopt rules to administer this subparagraph which must expedite the process by which exemptions are reviewed and approved and which demonstrate the utmost compassion and consideration for meeting the parent's and child's needs.
- c) *Reporting requirements.* —The Commissioner of Education shall annually report to the Legislature data, by district, related to the implementation of this subsection at the same time as results are reported regarding student performance on statewide, standardized assessments.
- 9) **REPORTS** —The Department of Education shall annually provide a report to the Governor, the President of the Senate, and the Speaker of the House of Representatives which shall include the following:
 - a. Longitudinal performance of students in reading and mathematics
 - b. Longitudinal performance of students by grade level in reading and mathematics.
 - c. Longitudinal performance regarding efforts to close the achievement gap.
 - d. Other student performance data based on national norm-referenced and criterion-referenced tests, if available; national assessments, such as the National Assessment of Educational Progress; and international assessments.
 - e. The number of students who after 8th grade enroll in adult education rather than other secondary education, which is defined as grades 9 through 12.
 - f. Any plan or intent to establish or implement new statewide, standardized assessments.

Assessment and Remediation

Each student must participate in the statewide assessment tests at designated grade levels, as determined by statute.

1. Pursuant to s.1008.25, F.S., a student who is not meeting the school district or state requirements for satisfactory performance in ELA and mathematics must be covered by one of the following plans:
 - a. A federally required student plan such as an individual education plan (IEP);
 - b. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the ELA and mathematics assessments may be exempted from participation by the principal or

- c. An individualized progress monitoring plan (PMP)

A student who has a substantial reading deficiency must be covered by a federally required plan, such as an IEP or an individualized progress monitoring plan, or both, as necessary.

Student Assessment Program

Per s. 1008.22, F.S., the primary purpose of the student assessment program is to provide student academic achievement and learning gains data to students, parents, teachers, school administrators, and school district staff. This data is to be used by districts to improve instruction; by students, parents and teachers to guide learning objectives; by education researchers to assess national and international education comparison data; and by the public to assess the cost benefit of the expenditure of taxpayer dollars. The program must be designed to:

- a) Assess the achievement level and annual learning gains of each student in English Language Arts and mathematics and the achievement level in all other subjects assessed.
- b) Provide data for making decisions regarding school accountability, recognition, and improvement of operations and management, including schools operating for providing educational services to youth in Department of Juvenile Justice programs.
- c) Identify the educational strengths and needs of students and the readiness of students to be promoted to the next grade level or to graduate from high school.
- d) Assess how well educational goals and curricular standards are met at the school, district, state, national, and international levels.
- e) Provide information to aid in the evaluation and development of educational programs and policies.
- f) When available, provide instructional personnel with information on student achievement of standards and benchmarks to improve instruction.

End-of-course (EOC) assessments. — EOC assessments must be statewide, standardized, and developed or approved by the Department of Education as follows:

- 1. EOC assessments for Algebra I, Geometry, Biology I, United States History, and Civics shall be administered to students enrolled in such courses as specified in the course code directory.
- 2. Students enrolled in a course, as specified in the course code directory, with an associated statewide, standardized EOC assessment must take the EOC assessment for such course and may not take the corresponding subject or grade-level statewide, standardized assessment pursuant to paragraph (a). Sections [1003.4156](#) and [1003.4282](#) govern the use of statewide, standardized EOC assessment results for students.
- 3. The commissioner may select one or more nationally developed comprehensive examinations, which may include examinations for a College Board Advanced Placement course, International Baccalaureate course, or Advanced International Certificate of Education course, or industry-approved examinations to earn national industry certifications identified in the CAPE Industry Certification Funding List, for use as EOC assessments under this paragraph if the commissioner determines that the content knowledge and skills assessed by the examinations meet or exceed the grade-level

expectations for the core curricular content established for the course in the Next Generation Sunshine State Standards. Use of any such examination as an EOC assessment must be approved by the state board in rule.

4. Contingent upon funding provided in the General Appropriations Act, including the appropriation of funds received through federal grants, the commissioner may establish an implementation schedule for the development and administration of additional statewide, standardized EOC assessments that must be approved by the state board in rule. If approved by the state board, student performance on such assessments constitutes 30 percent of a student's final course grade.
5. All statewide, standardized EOC assessments must be administered online except as otherwise provided in paragraph (c).
6. A student enrolled in an Advanced Placement (AP), International Baccalaureate (IB), or Advanced International Certificate of Education (AICE) course who takes the respective AP, IB, or AICE assessment and earns the minimum score necessary to earn college credit, as identified in s.1007.27(2), meets the requirements of this paragraph and does not have to take the EOC assessment for the corresponding course.

'Students with disabilities; Florida Alternate Assessment. —

Each district school board must provide instruction to prepare students with disabilities in the core content knowledge and skills necessary for successful grade-to-grade progression and high school graduation.

1. A student with a disability, as defined in s. 1007.02, for whom the individual education plan (IEP) team determines that the statewide, standardized assessments under this section cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript. The statement of waiver shall be limited to a statement that performance on an assessment was waived for receiving a course grade or a standard high school diploma, as applicable.
2. The State Board of Education shall adopt rules, based upon recommendations of the commissioner, for the provision of assessment accommodations for students with disabilities and for students who have limited English proficiency.

Assessment scores and achievement levels. —

All statewide, standardized EOC assessments and ELA, mathematics, and Science assessments shall use scaled scores and achievement levels. Achievement levels shall range from 1 through 5, with level 1 being the lowest achievement level, level 5 being the highest achievement level, and level 3 indicating satisfactory performance on an assessment.

1. The state board shall designate by rule a passing score for each statewide, standardized assessment.

2. If the commissioner seeks to revise a statewide, standardized assessment and the revisions require the state board to modify performance level scores, including the passing score, the commissioner shall provide a copy of the proposed scores and implementation plan to the President of the Senate and the Speaker of the House of Representatives at least 90 days before submission to the state board for review. Until the state board adopts the modifications by rule, the commissioner shall use calculations for scoring the assessment that adjust student scores on the revised assessment for statistical equivalence to student scores on the former assessment. The state board shall adopt by rule the passing score for the revised assessment that is statistically equivalent to the passing score on the discontinued assessment for a student who is required to attain a passing score on the discontinued assessment. The commissioner may, with approval of the state board, discontinue administration of the former assessment upon the graduation, based on normal student progression, of students participating in the final regular administration of the former assessment. If the commissioner revises a statewide, standardized assessment and the revisions require the state board to modify the passing score, only students taking the assessment for the first time after the rule is adopted are affected.

Student Progression and Progress Monitoring Plans

Florida Statutes require that students who score below achievement level 3 on the Florida Assessment of Standards in English Language Arts grades 3-10 and mathematics in grades 3-8 must be provided with additional assessments to determine the nature of the student difficulty, the areas of academic need, and strategies for appropriate intervention and instruction.

Statewide, Standardized Assessment Program

Indian River Schools will not schedule more than 5 percent of a student's total school hours in a year to administer statewide and district-required local assessments. The 5 percent limit may be exceeded to provide test accommodations required by an IEP or for ELL students F.S. 1008.22(7)(d). Below is a list of the statewide assessments that are currently in use for our elementary students:

1. Florida Kindergarten Readiness Screener (FLKRS)

The Star Early Literacy assessment is a state mandated kindergarten assessment that must be given within the first 30 days of school. It is the state adopted Florida Kindergarten Readiness Screener (FLKRS) to meet statute 1002.69. The assessment is based on Voluntary Prekindergarten standards adopted by the FLDOE. **Star Early Literacy assessment** is used to calculate the kindergarten readiness rate for students who were enrolled in VPK. The kindergarten screener is a formative assessment for kindergarten teachers to identify each child's areas of strength and weakness related to preparation for mastery of the kindergarten standards. The assessment covers 3 main domains: Word Knowledge and Skills, Comprehension Strategies and Constructing meaning, and Numbers and Operations.

2. Florida Standards Assessment (FSA)The state assessment of reading shall begin in grade 3, reading and writing in grades 4 – 5, and math in grades 3-5. F.S. 1008.25 requires mandatory retention for students in grade 3 who score level 1, or any eligible students who do not participate in FSA ELA assessment.

3. Annual English Language Proficiency Assessment: All English Language Learners (ELL)
K – 12 will be assessed using the Assessing Comprehension and Communication in English Stat-to-State for English Language Learners (ACCESS for ELLs - Paper) assessment in the areas of language acquisition: reading, writing, listening, and speaking. In addition to ACCESS for ELLs - Paper, the Alternate ACCESS for ELLs assessment will be available for eligible ELLs with significant cognitive disabilities. Both ACCESS 2.0 and Alternate ACCESS for ELLs will be administered as paper-based tests.

4. Florida Standards Alternate Assessment
Florida Standards Alternate Assessment (FSAA) is designed for students whose participation in the general statewide assessment program (Florida Standards Assessments, Statewide Science Assessment, Next Generation Sunshine State Standards End-of-Course Assessments) is not appropriate, even with accommodations. The FSAA measures student academic performance on the Access Points (FS–AP) in Language Arts, Mathematics, Science, and Social Studies. Access Points are academic expectations written specifically for students with significant cognitive disabilities.

5. The National Assessment of Educational Progress (NAEP)
The National Assessment of Educational Progress is a periodic national assessment of America's students in mathematics, reading, science, writing, the arts, civics, economics, geography, and U.S. history.

6. Other International Assessments
The Florida Commissioner of Education has the authority to identify additional international assessments.

Virtual Instruction Program – s. 1002.45, F.S.

The District School Board shall provide students with access to courses available through a virtual instruction program option, including Indian River Virtual and/or Florida Virtual School, and award credit for successful completion of such courses. Access shall be available to students during and after the normal school day and through summer school enrollment.

Students enrolled in the District are subject to District policies relating to student progression. If the student would be academically eligible to enroll in the same courses in a brick-and-mortar setting within the district, the District shall have the authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified.

Physical Education – s. 1003.455, F.S.

Physical Education Statutory Requirements Elementary: Section 1003.455, F.S., requires 150 minutes of physical education each week for students in grades K-5. A minimum of 30 consecutive minutes is required on any day that physical education instruction is provided.

Florida’s physical education standards are grade-specific for grades K-8 and arranged by grade band for grades 9-12. The standards are based upon established physical education theories and evidence-based research and are derived from the national standards for physical education. They provide the framework for alignment of curriculum, assessment and instruction at the local school-district level. All of Florida’s state standards, course descriptions and other applicable resources can be found at www.cpalms.org.

The requirement shall be waived for a student who meets one of the following criteria:

Elementary

1. The student’s parent indicated in writing that the child is participating in physical activities outside of the school day which are equal to or more than the mandated requirement.

Middle

1. The student’s parent indicated in writing that the child is participating in physical activities outside of the school day which are equal to or more than the mandated requirement.
2. The student is in physical activity class that requires participation in marching band activities as an extracurricular activity.

High School

1. The student participates and completes two seasons of an interscholastic sport at the junior varsity or varsity level.
2. The student is enrolled in two full-years of JROTC courses. This will also waive the requirement for one credit of performing arts course.
3. The student is enrolled in a physical activity class that requires marching band activities as an extracurricular activity to satisfy the one-half (.5) credit for PE. The student must still take the one-half credit (.5) in a personal fitness course to complete the PE requirement.
4. The student is enrolled in a dance class to satisfy the one-half (.5) credit for PE. The student must still take the one-half (.5) credit in a personal fitness course to complete the PE requirement.

Each school shall notify the student’s parent of the options available before scheduling the student to participate in physical education.

Pledge of Allegiance Waiver

HB 7029, section 39, parents have the right to request permission for their child to not participate in reciting the Pledge of Allegiance, including standing and placing the right hand over his or her heart. Parents must request this permission in writing to the school Principal each year.

Interscholastic Extracurricular Eligibility – s. 1006.15, F.S.

Extracurricular means any school-authorized or education-related activity occurring during or outside the regular instructional school day.

To participate in interscholastic, extracurricular student activities, a student must maintain a cumulative GPA of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required by statute for high school graduation per s. 1003.43(1), F.S.

A student must fulfill the requirements of an academic performance contract between the student, the District School Board, the appropriate governing association, and the student's parents. If the student's cumulative GPA falls below 2.0, or its equivalent, on a 4.0 scale in courses required for high school graduation specified in s. 1003.43(1), F.S., the contract shall require the student to attend summer school—or its equivalent—between grades 9 and 10, or grades 10 and 11, as necessary.

A student must have a cumulative GPA of 2.0 or above on a 4.0 scale, or its equivalent, in the courses required for high school graduation, specified in s. 1003.43(1), F.S., during his or her junior year.

The content and the format of the academic performance contract are determined by the school district and the appropriate governing association. The student must maintain satisfactory conduct, and if a student is convicted or is found to have committed a felony or delinquent act, which would have been a felony if committed by an adult, regardless of whether adjudication is withheld, the student's participation in interscholastic extracurricular activities is contingent upon School Board policy.

Any student who is exempt from attending a full school day based on rules adopted by the District School Board for double sessions or programs, experimental schools, or schools operating under emergency conditions, must maintain a 2.0 GPA, or its equivalent, on a 4.0 scale and pass each class.

A home education student is eligible to participate in the interscholastic extracurricular activities at the public school that he or she would be assigned to attend based on a district's attendance area policies or may develop an agreement to participate at a private school provided the following conditions are met:

The student must meet the requirements of the home education program per s. 1002.41, F.S. During the period of participation, the home education student must demonstrate educational progress in all subjects taken in the home education program by a method of evaluation agreed upon by the parent and the school principal, which may include:

- Review of the student's work by a certified teacher chosen by the parent.
- Grades earned through correspondence.
- Grades earned in courses taken at a community college, university, or trade school.
- Standardized test scores above the 35th percentile, or any other method in s. 1002.41, F.S.

The student must meet the same residency requirements as other students in the school at which he or she participates.

The student must meet the same standards of acceptance, behavior, and performance as required of other students in extracurricular activities.

The student must register with the school his or her intent to participate in interscholastic extracurricular activities as a representative of the school before the beginning date of the season for which the activity in which he or she wishes to participate. A home education student must be able to participate in curricular activities if that is a requirement for an extracurricular activity.

A student who transfers from a home education program to a public school before or during the first grading period of the school year is academically eligible to participate in interscholastic extracurricular activities during the first grading period provided the student has a successful evaluation from the previous year.

Any public school or nonpublic school student who has been unable to maintain academic eligibility for participation in interscholastic extracurricular activities is ineligible to participate as a home education student until the student has successfully completed one grading period in home education, fulfilling the requirements for interscholastic extracurricular eligibility, s. 1006.15(3)(a)2, F.S., to become eligible to participate as a home education student.

Dual Enrollment Programs – 1007.271, F.S.

Dual enrollment provides an opportunity for secondary students in a Florida public or private school or home education program to enroll in postsecondary course(s) creditable toward high school completion and an Associate or Baccalaureate degree. A student who is enrolled in postsecondary course(s) not creditable toward a high school diploma is not classified as a dual enrollment student. Eligible students may enroll in dual enrollment courses conducted during school hours, after school hours and during the summer term(s). However, if the student is projected to graduate from high school before the scheduled completion date of a postsecondary course, the student may not enroll for the course through dual enrollment. The student may apply to the postsecondary institution and pay the required registration, tuition, fees and cost for instructional materials if the student meets the postsecondary institution's admission requirements.

Any student enrolled as a dual enrollment student is exempt from the payment of registration, tuition, laboratory fees and instructional material costs. Vocational and/or college preparatory courses, physical education courses and other forms of pre-collegiate instruction are ineligible for the dual enrollment program.

Students in the School District of Indian River County must register and complete all components of the registration process by the published deadline dates or they may forfeit their eligibility for that term. Registration deadline dates.

Students must maintain full-time status. Please refer to the Dual Enrollment Articulation Agreement between the SDIRC and IRSC for all information regarding dual enrollment.

Collegiate High School Dual Enrollment – s. 1007.273, F.S.

Collegiate high school is an option for high school juniors and seniors to earn CAPE industry certification while simultaneously completing 30 credit hours of dual enrollment.

Elementary Grades K-5

Student Progression Plan

This document contains the SDIRC implementation plan establishing student progression guidelines in math, reading, writing, science, and social studies proficiency for grades K-5.

Comprehensive Program for Student Progression

The SDIRC incorporates the strands, performance standards and benchmarks of the Florida Department of Education Sunshine State Standards (SSS), Next Generation Sunshine State Standards (NGSSS), and Florida Standards (FS) in the curriculum. s.1003.41, F.S. and Rule 6A-1.09401, F.A.C.

The Florida Standards are a collection of concepts that students are expected to know, understand and put into practice as they progress through school. State standards for Language Arts, Mathematics, Science, Social Studies, the Arts, Health and Physical Education, and Foreign Languages were developed in consultation with teachers, administrators and parents. The standards serve as a guide to inform teachers and parents what students are expected to know and must be able to do.

Reading Assessments K-3

Each elementary school shall regularly assess the reading ability of each K-3 student to determine mastery of the standards. The assessment calendar will be approved by the School Board annually.

Statewide Assessment Program

The Florida Standards Assessment (FSA) measures a student's content knowledge and skills in reading, writing, and mathematics. The content knowledge and skills assessed by the FSA must be aligned to the core curricular content established in the Florida Standards. Comprehensive state assessments of reading and mathematics shall be administered annually in grades 3 through 5. Science assessments shall be administered in grade 5.

Assessment for English Language Learners is completed annually using the Assessing Comprehension and Communication in English State-to-State (ACCESS) for English Language Learners in the areas of listening, speaking, reading and writing as per Rule 6A-1.09432, F.A.C., Assessment of Limited English Proficient Students.

Elementary Report Cards – s. 1003.33, F.S.

Report cards must clearly depict and grade:

- a. The student's academic performance in each class or course, in which grades 1 through

12 must be based upon examinations as well as written papers, class participation, and other academic performance criteria, and must include the student's performance or non-performance at his or her grade level.

- b. The student's conduct and behavior
- c. The student's attendance, including absence and tardiness.

A student's final report card for a school year shall contain a statement indicating end of the year status regarding performance or non-performance at grade level, acceptable or unacceptable behavior and attendance, and promotion or non-promotion.

For students in grade three who have not met the requirements for promotion and are awaiting ELA FSA scores to meet grade 3 promotion requirements, a letter will be sent home notifying the parents of such. The letter will include the requirement to earn a passing ELA FSA score or a good cause exemption and the pending ELA FSA results as well as an expected date of arrival. No grade placement decision will be made until ELA FSA scores are received.

Reading Deficiency and Elimination of Social Promotion- 1008.25 (5) F.S.

(5) (a) Any student in kindergarten through grade 3 who exhibits a substantial deficiency in reading based upon screening, diagnostic, progress monitoring, or assessment data; statewide assessments; or teacher observations must be provided intensive, explicit, systematic, and multisensory reading interventions immediately following the identification of the reading deficiency. A school may not wait for a student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive reading interventions. The student's reading proficiency must be monitored and the intensive interventions must continue until the student demonstrates grade level proficiency in a manner determined by the district, which may include achieving a Level 3 on the statewide, standardized English Language Arts assessment. The State Board of Education shall identify by rule guidelines for determining whether a student in kindergarten through grade 3 has a substantial deficiency in reading.

(b) To be promoted to grade 4, a student must score a Level 2 or higher on the statewide, standardized English Language Arts assessment required under s. [1008.22](#) for grade 3. If a student's reading deficiency is not remedied by the end of grade 3, as demonstrated by scoring Level 2 or higher on the statewide, standardized assessment required under s. [1008.22](#) for grade 3, the student must be retained.

(c) The parent of any student who exhibits a substantial deficiency in reading, as described in paragraph (a), must be notified in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in reading, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in reading.
2. A description of the current services that are provided to the child.
3. A description of the proposed intensive interventions and supports that will be provided to

the child that are designed to remediate the identified area of reading deficiency.

4. That if the child's reading deficiency is not remediated by the end of grade 3, the child must be retained unless he or she is exempt from mandatory retention for good cause.
5. Strategies, including multisensory strategies, through a read-at-home plan the parent can use in helping his or her child succeed in reading.

That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion and that additional evaluations, portfolio reviews, and assessments are available to the child to assist parents and the school district in knowing when a child is reading at or above grade level and ready for grade promotion.

6. The district's specific criteria and policies for a portfolio as provided in subparagraph (6)(b)4. and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A parent of a student in grade 3 who is identified anytime during the year as being at risk of retention may request that the school immediately begin collecting evidence for a portfolio.
 7. The district's specific criteria and policies for midyear promotion. Midyear promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.
- (6) ELIMINATION OF SOCIAL PROMOTION. —
- (a) No student may be assigned to a grade level based solely on age or other factors that constitute social promotion
 - (b) The district school board may only exempt students from mandatory retention, as provided in paragraph (5)(b), for good cause. A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which research has shown to be successful in improving reading among students who have reading difficulties. Good cause exemptions are limited to the following:
 1. Limited English proficient students who have had less than 2 years of instruction in an English for Speakers of Other Languages program based on the initial date of entry into a school in the United States.
 2. Students with disabilities whose individual education plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of s. [1008.212](#).
 3. Students who demonstrate an acceptable level of performance on an alternative standardized reading or English Language Arts assessment approved by the State Board of Education.
 4. A student who demonstrates through a student portfolio that he or she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment.
 5. Students with disabilities who take the statewide, standardized English Language Arts

assessment and who have an individual education plan or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for more than 2 years but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.

6. Students who have received intensive reading intervention for 2 or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. A student may not be retained more than once in grade 3.
7. Students who have received intensive remediation in reading or English Language Arts for 2 or more years but still demonstrate a deficiency and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. Intensive instruction for students so promoted must include an altered instructional day that includes specialized diagnostic information and specific reading strategies for each student.

Parents of third grade students enrolled in the SDIRC receive a letter at the beginning of the year, outlining third grade promotion criteria. Promotion decisions regarding third grade students are made only after ELA FSA scores are received from the State.

Successful progression for retained third grade students- 1008.25 (7) F.S.

- (a) Students retained under paragraph (5)(b) must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency and prepare the student for promotion to the next grade. These interventions must include:
 1. Evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.
 2. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies under subparagraph 1.
 3. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies under subparagraph 1. This instruction may include:
 - a. Integration of content-rich texts in science and social studies within the 90-minute block.
 - b. Small group instruction.
 - c. Reduced teacher-student ratios.
 - d. More frequent progress monitoring.
 - e. Tutoring or mentoring.
 - f. Transition classes containing 3rd and 4th grade students.
 - g. Extended school day, week, or year
- (b) Each school district shall:
 1. Provide written notification to the parent of a student who is retained under paragraph (5)(b) that his or her child has not met the proficiency level required for promotion and the reasons the child is not eligible for a good cause exemption as provided in paragraph (6)(b). The notification must comply with paragraph (5)(c) and must include a description of proposed interventions and supports that will be provided to the child to remediate the identified areas of

reading deficiency.

2. Implement a policy for the midyear promotion of a student retained under paragraph (5)(b) who can demonstrate that he or she is a successful and independent reader and performing at or above grade level in reading or, upon implementation of English Language Arts assessments, performing at or above grade level in English Language Arts. Tools that school districts may use in reevaluating a student retained may include subsequent assessments, alternative assessments, and portfolio reviews, in accordance with rules of the State Board of Education. Students promoted during the school year after November 1 must demonstrate proficiency levels in reading equivalent to the level necessary for the beginning of grade 4. The rules adopted by the State Board of Education must include standards that provide a reasonable expectation that the student's progress is sufficient to master appropriate grade 4 level reading skills.
3. Provide students who are retained under paragraph (5)(b), including students participating in the school district's summer reading camp under subparagraph (a)2., with a highly effective teacher as determined by the teacher's performance evaluation under s. [1012.34](#), and, beginning July 1, 2020, the teacher must also be certified or endorsed in reading.
4. Establish at each school, when applicable, an intensive reading acceleration course for any student retained in grade 3 who was previously retained in kindergarten, grade 1, or grade 2. The intensive reading acceleration course must provide the following:
 - a) Uninterrupted reading instruction for most student contact time each day and opportunities to master the grade 4 Standards in other core subject areas through content-rich texts.
 - b) Small group instruction.
 - c) Reduced teacher-student ratios.
 - d) The use of explicit, systematic, and multisensory reading interventions, including intensive
 - e) language, phonics, and vocabulary instruction, and use of a speech-language therapist if necessary, that have proven results in accelerating student reading achievement within the same school year.
 - f) A read-at-home plan.

Rule 6A-1.094221(1)(a), F.A.C., authorizes the use of the following nationally norm-referenced tests in the determination of a good cause exemption for promotion to fourth grade: Stanford Achievement Test, Tenth Edition (SAT 10). The rule also provides that a district may request to use a different standardized reading assessment following the procedures outlined in the Technical Assistance Paper SBE 6A-1.094221, F.A.C.: Alternative Standardized Reading Assessment and Use of Student Portfolio for Good Cause Promotion.

Third Grade Good Cause Exemption Documentation

Requests for good cause exemptions for students from the mandatory retention requirement must include the following:

- (a) Documentation submitted from the student's teacher to the principal that indicates that the promotion of the student is appropriate and is based on the student's academic record. Documentation shall only consist of the existing PMP; IEP, if applicable; report card; or

student portfolio.

- (b) Discussion between the teacher and the school principal to review the recommendation and make the determination if the student should be promoted or retained. If the school principal determines that the student should be promoted, the principal must submit the recommendation in writing to the district school superintendent. The district school superintendent shall accept or reject the school principal's recommendation in writing.
- (c) The classroom teacher must provide the principal with documentation that the student should be promoted based on one of the good cause exemption criteria listed above. This documentation should consist only of the existing IEP, 504 Accommodation Plan and/or PMP, the report card, or the student portfolio. Documentation for exemptions shall be consistent with s.1008.25 (6)(c), F.S.
- (d) Be signed by the teacher and the principal as an accurate assessment of the required reading skills.
- (e) To promote a student during-the-school-year using a locally selected standardized assessment there must be evidence that the student scored at or above grade level.

Grading - Academic Achievement Grade

When reporting a student's academic achievement grade the evaluation shall relate to:

1. level of mastery of the current K-12 FLDOE Standards,
2. performance on school/class/curricular assessments and
3. teacher knowledge of students' performance on standards. The academic achievement grade shall be representative of the student's level of mastery of standards based on data collected throughout the grading period for which the student is being evaluated.

Grading and Reporting for Kindergarten to Fifth Grade

A report shall be made to parents each grading period concerning the academic achievement, work habits, attendance, and conduct of students in kindergarten through grade five.

The report will be based upon the student's classroom work, observations, assessments, and other relevant information as per F.S. 1008.25.

It shall be the teacher's responsibility to determine grades based on student mastery of the current K-12 FLDOE Standards. The nine-week evaluation shall reflect all academic performance to determine a final evaluation that reflects the students' progress toward mastery of the standards in all subjects.

Progress shall be indicated in Kindergarten through 5th grade on the report card by assessing skill attainment and mastery of the standards for each grade. In grades two through five, letter grades shall be entered on the report cards to indicate academic achievement and mastery of the standards for each grade along with work habits.

Work Habit Grade/Behaviors That Affect Learning

When determining a student’s work habit grade the evaluation shall relate to:

1. learning practices that lead to the mastery of current K-12 FLDOE standards
 2. behaviors and personal responsibilities that contribute to student success.
- The work habit grade shall be based on measurable evidence such as, but not limited to the following:

Actively Listens	Organization
Attendance	Punctuality
Class work/Homework Completion	Preparedness
Conduct/Behavior	Respect for property, self, and others
Honesty	Shows Effort
Individual and Group Participation	

Kindergarten and First Grade Report Cards

Kindergarten and First Grade teachers will grade students by the progress toward mastery of the standards. The standards assessed each quarter will be the ones that will show on the report card with all standards expected to be assessed by the end of the year.

ACADEMIC SCALE	
M	Mastering – Proficient understanding the skills needed during reporting period
D	Developing understanding of skills/needs support
L	Limited understanding and/or not demonstrating skills needed
E	Specials and Behaviors Exceeding Expectations
S	Successfully Meeting Expectations
P	Progressing, But Needs Support
N	Not Meeting Expectations **Y – Standard Assessed **X – Area of Concern Receiving Support Services

Second through Fifth Grade Report Cards

Second grade through fifth grade will use the academic scale A-F. Below is the academic grading scale for grades 2-5.

Scale for Grades 2-5	
90-100	A
80-89	B
70-79	C
60-69	D
0-59	F
IN	Incomplete

Special Area teachers will use the ESPN grading scale.

Scale for Special Area Classes for Grades K-5		
E	=	Exceeding Expectations
S	=	Successfully Meeting Expectations
P	=	Progressing, But Needs Support
N	=	Not Meeting Expectations
X	=	Area of Concern

The letters NG (No Grade) may be substituted for a grade when a student has been in attendance for 21 days or less during a nine-week grading period.

1. The student had a serious illness or had been absent through no fault of his own and is unable to make up the work.
2. A transfer student has been enrolled for less than 21 days and grades have not been received from the previous school.

If records are received later, the NG should be changed to the appropriate grade. An “NG” is not to be used as a substitute for an incomplete. An “NG” requires principal’s approval. The final report card for each school year shall contain a statement indicating end-of-the-year status in academic achievement, behavior, attendance and promotion or non-promotion. Students may not be exempt from academic performance requirements based on practices or policies designed to encourage attendance. A student’s attendance may not be used in whole or in part to provide an exemption from any academic performance. Student midterm progress reports will be sent home each grading period F.S. 1003.33.

Promotion Policy

Student promotion in kindergarten through fifth grade is based upon an evaluation of each student’s

achievement in attaining specific district and/or state requirements. A student will be eligible for promotion when all criteria for promotion have been met. A student who does not demonstrate achievement as described in F.S. 1008.25 and the Indian River County Student Progression Plan will be referred to the school’s Promotion Review Committee for promotion with a Progress Monitoring Plan or retention. No student may be assigned to a grade level based solely on age or other factors that constitute social promotion F.S. 1008.25(6)(a).

To be eligible for promotion a student must:

Demonstrate satisfactory performance with grade level curriculum in reading, writing, mathematics and science. Grade level curriculum is built on a continuum of the Florida Standards that are necessary for successful grade-to-grade progression and high school graduation. Satisfactory performance shall be measured based upon the student’s classroom work, observations, tests, district and state assessments, and other relevant information as per F.S. 1008.25.

Participate in and performance on statewide assessment as defined in F.S. 1008.22 in grades three through five, at, or above the levels required by the state.

Referral to Promotion Review Committee

A student who does not demonstrate achievement as described in State Statutes and the Indian River County Student Progression Plan will be referred to the school’s Promotion Review Committee (PRC) to determine promotion with a PMP or retention. Following the PRC meeting, parents will be notified of the committee decision. When a student’s academic achievement does not demonstrate proficiency with grade level curriculum, parent notification will occur throughout the year. The teacher will provide to the Promotion Review Committee a form that reviews a student’s academic history including but not limited to:

1. Attendance	2. Performance on district assessments
3. Intervention services	4. Performance on state assessments
5. Promotion history	6. Work samples
7. Report card	

The Promotion Review Committee in each school will consist of the principal or a designee, the classroom teacher, and at least one other member of the instructional staff. This team will review the student’s progress toward proficiency with grade level curriculum in reading, writing, mathematics and science. In grades three through five, they will additionally review performance on statewide assessments. After careful consideration of all the student’s relevant information, as documented on the Promotion Review Form, along with teacher observations, the committee will make a recommendation in writing to the principal for promotion with a PMP or retention. The principal shall make the final determination for students based upon State Statutes and the Indian River County Student Progression Plan.

Notification prior to the final report card will be made to the parent(s) or guardian(s) if a child is promoted with a PMP or retained.

Promotion with a Progress Monitoring Plan (PMP)

Students who are promoted with a PMP must continue to be provided with targeted instructional supports until proficiency is demonstrated, as determined by the teacher in the next grade level.

Retention

A student not demonstrating proficiency with grade level curriculum in reading, writing, science, and mathematics at any grade may be retained within an intensive program that is different from the previous year's program and considers the student's learning style. When the teacher's classroom assessments, evaluation of the Progress Monitoring Plan and/or performance on statewide assessments indicate a student has not met state and/or local requirements, retention may be recommended to the Principal through the Promotion Review Committee F.S. 1008.25(2)(b).

Requirements for Promotion to Grade 4

To be promoted to grade 4, a student must score a Level 2 or higher on the statewide, standardized English Language Arts assessment required under section 1008.22, Florida Statutes (F.S.), for grade 3. (Section 1008.25(5)(b), F.S.)

The District School Board may only exempt students from mandatory retention, for good cause. Good cause exemptions are limited to the following:

1. Students with disabilities whose Individual Educational Plan indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule.
2. Limited English Proficient students who have had less than 2 years of instruction in an English for Speakers of other Languages program based on the initial date of entry into a school in the United States.
3. Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment or English Language Arts assessment approved by the State Board of Education.
4. A student who demonstrates through a student portfolio that he or she is performing at least at Level 2 on the statewide, standardized English Language Arts assessment.
5. Students with disabilities who participate in the statewide, standardized English Language Arts assessment and who have an individual Educational Plan or a section 504 plan that reflects that the student has received the intensive remediation in reading or English Language Arts for more than 2 years but still demonstrates a deficiency, and was previously retained in kindergarten, grade 1, grade 2 or grade 3.
6. Students who have received intensive remediation in reading for 2 or more years but still demonstrate a deficiency in reading and who were previously retained in kindergarten, grade 1, grade 2 or grade 3 for a total of 2 years. Intensive reading instruction for students so promoted must include an altered instructional day based upon an academic improvement plan that includes

diagnostic information and specific reading strategies. A student may not be retained more than once in grade 3 F.S.1008.25.

7. Students who have received intensive remediation in reading or English Language Arts for 2 or more years, but still demonstrate a deficiency and who were previously retained in kindergarten, grade 1, grade 2, or grade 3 for a total of 2 years. Intensive instruction for students so promoted must include an altered instructional day that includes specialized diagnostic information and specific reading strategies for each student. The district school board shall assist schools and teachers -with implementing reading strategies that research has shown to be successful in improving reading among low-performing readers.

Requests for good cause exemptions for students from the mandatory retention requirement as described in items 3 and 4 above shall be made consistent with the following:

The teacher will submit to the principal documentation that indicates that the promotion of the student is appropriate and is based upon the student's academic record. Such documentation may consist of the Individual Educational Plan, if applicable, report card, alternative assessment results and/or the Indian River County Third Grade student portfolio (either completed during the school year through the District created benchmark assessments and iReady assessments or after the summer with the state approved portfolio assessments). The principal shall review and discuss such recommendation with the Promotion Review Committee and make the determination as to whether the student should be promoted or retained. If the school principal determines that the student should be promoted through a good cause exemption, the school principal shall make such recommendation in writing to the district school superintendent/designee. The district school superintendent/designee shall accept or reject the school principal's recommendation in writing F.S.1008.25 (b)(c).

Summer School

An academic summer school may be provided for students in grades kindergarten through five, with funding priority given to third grade. The academic summer school will be operated primarily for students who need significant remediation in reading. Academic summer programs will be offered beyond third grade when funding is available.

Promotion after Summer School (3rd Grade Reading Camp)

Students who score at level 1 on the statewide, standardized reading assessment in third grade must be retained. These students can demonstrate reading proficiency at level 2 or higher through a portfolio. Students who are not exempted from retention through these or other good cause exemptions can continue to accumulate evidence for a portfolio throughout summer reading camp. Reading Summer School students will have an opportunity to demonstrate reading proficiency by scoring at state designated levels on the state approved digital assessment "iReady." If evidence is accumulated during summer school, it will be reviewed by an administrator or designee for verification. When performance is verified, the student's home school will be notified. Students who do not meet one of these promotion criteria at the end of summer reading camp, will be retained in third grade.

Third-Grade Mid-Year Promotion

Mid-year promotion is available to any retained student who can demonstrate that they are a successful and independent reader, reading at or above grade level, and ready to be promoted to grade 4 based on State approved assessments.

Mid-year promotion may occur only within the first semester of the school year.

Mid-Year Promotion prior to November 1

a) By Standardized Assessment

Students can be promoted during that period by demonstrating reading proficiency on an alternate form of reading comprehension test. SDIRC will use the Florida DOE approved digital assessment.. The State determines proficiency scores.

Mid-Year Promotion after November 1

a) By Standardized Assessment

Students must demonstrate reading mastery by scoring at or above grade level in reading comprehension. This score must be measured in standard scores and translated to a grade equivalent score consistent with the month of promotion to fourth grade (i.e. promotion to fourth grade during the month of December would require a minimum grade level equivalent score of 4.4 (4th grade.4th month).

Retained Third Graders

Students who score at level one in the reading section of the Florida Standards Assessment and are not eligible for promotion through good cause will be retained in third grade. Written notice will be sent to the parent of any third grade retained student. This notice will indicate:

1. that the student has not met the proficiency level requirement for promotion
2. the reasons the child is not eligible for good cause exemption
3. a description of proposed interventions and supports that will be provided

The notification must comply with the provisions of F.S. 1002.20 (14) and must include a description of proposed interventions and support that will be provided to the child to remediate the identified areas of reading deficiency.

Before the beginning of the second year in third grade, the principal, assistant principal, reading coach and classroom teacher will meet to review each retained student's progress. This review must address additional supports and services needed to remediate the identified areas of reading deficiency. Retained students must be provided intensive interventions in reading to ameliorate the student's specific reading deficiency as identified by valid and reliable diagnostic assessments.

Middle School Grades 6-8

Student Progression Plan

Course Placement

Requests for advanced courses will be contingent upon school staff data review. This data will include, but is not limited to, teacher recommendations, assessment results, and the final grade in previous comparative course.

Guidelines for Grades 6 to 8

1. Middle School Promotion Requirements s. 1003.4156, F.S.

Promotion from a school composed of middle grades 6, 7, and 8 requires that the student must successfully complete academic courses as follows:

- a. Three (3) middle school or higher courses in English Language Arts (ELA), emphasizing literature, composition, and complex text.
- b. Three (3) middle school or higher courses in mathematics. Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.
 - i. To earn high school credit for Algebra 1, a middle school student must pass the course and take and earn a passing score on the Algebra 1 EOC Assessment. The results of the EOC constitute 30% of the student's final course grade. If the middle school student does not pass the EOC in middle school, the student will have opportunities in high school to retake the EOC to meet high school graduation requirements. All students must pass the Algebra 1 EOC or receive a concordant score on an approved assessment to graduate from high school. Students who take the Algebra 1 EOC are not required to take the corresponding grade-level mathematics FSA.
 - ii. To earn high school credit for Geometry, a middle school student must pass the course and take the Geometry EOC Assessment. The results of the EOC constitute 30% of the student's final course grade. Students must pass the course but are not required to pass the EOC to earn high school credit. Students who take Geometry are not required to the take corresponding grade-level mathematics FSA.
- c. Three (3) middle school or higher courses in science. To earn high school credit for Biology 1, a middle school student must take the Biology 1 EOC Assessment. The results of the EOC constitute 30% of the student's final course grade. Students must pass the course but are not required to pass the EOC to earn high school credit. Students who take Biology

- are not required to take the corresponding grade-level statewide science test.
- d. Three (3) middle school or higher courses in social studies, one semester of which must include the study of State, Federal and Civics education.
 - i. Students must complete a one-semester civics education course in accordance with s. 1008.22(3)(c), F.S. that includes the roles and responsibilities of federal, state, and local governments; the structures and functions of the legislative, executive, and judicial branches of government; and the meaning and significance of historic documents, such as the Articles of Confederation, the Declaration of Independence, and the Constitution of the United States.
 - ii. To earn middle school credit for Civics, a middle school student must take the Civics EOC Assessment and pass the course. The results of the EOC constitute 30% of the student's final course grade. Students must pass the course but are not required to pass the EOC to earn middle school credit.
 - iii. A middle grades student who transfers into the state's public school system from out of country, out of state, a private school, or a home education program after the beginning of the second term of grade 8 is not required to meet the civics education requirement for promotion from the middle grades if the student's transcript documents passage of three courses in social studies or two year-long courses in social studies that includes coverage of civics education.
 - e. The equivalent of one class period per day of physical education for one semester of each year is required for students enrolled in grades 6 through 8, unless otherwise exempted through the waiver process.

Students completing grade 8 will be promoted to grade 9 following successful completion of the above requirements. A student will be retained in grade 8 if the student has not completed the above requirements.

Students who complete one of the required courses with a passing grade have met the successful completion requirements. In addition, the following options may be used as alternate documentation of successful completion of required courses:

- Student has completed the course through a virtual school program or comparable computer based program.
- Mastery of course standards is documented through a student portfolio.
- Student has scored an acceptable level on subject related FSA.
- Student has completed the course through a summer or tutorial program.
- Student has documented mastery of course requirements by receiving a passing grade on a final exam, semester exams, or an end-of-course exit exam.
- With prior approval of the school principal, mastery of course standards are substantiated by written documentation from a Florida certified teacher (certified in the applicable subject area).

If a middle grades student scores Level 1 or Level 2 on statewide, standardized ELA and/or Math FSA assessment, the student may enroll in and complete a remedial course or a content area course in which remediation strategies are incorporated into course content delivery. The school shall provide guidance on appropriate strategies for diagnosing and meeting the varying instructional needs of students performing below grade level.

1008.25(6)(a), F.S. prohibits the assignment of a student to a grade level based solely on age or other factors that constitute social promotion or administrative placement at the next grade level without regard for mastery of the Florida Standards.

Per s. 1008.22, F.S., Student Assessment Program for Public Schools, a course that administers a statewide EOC assessment may not administer an additional final exam. The EOC will be used as the final cumulative exam for the course and will count as 30% of the grade. Secondary courses that currently administer an EOC are Civics, Algebra I, Algebra II, Geometry, Biology, and United States History. To limit student testing, the School District of Indian River County has expanded the statewide EOC definition to include courses that administer the FSA, AP and IB exams; no additional cumulative final exam will be administered in these courses. Exams may assess the last semester of instruction or teachers may choose to assign a project, unit or chapter test to assess mastery of standards taught after the EOC, FSA, AP or IB exam.

A variety of elective experiences may be offered by schools including, but not limited to:

Physical Education	Required for one semester each year (unless exempted through the waiver process)
Career and Technology	Elective
Art	Elective
Band/Orchestra	Elective
Chorus	Elective
Computer Literacy	Elective
Drama	Elective
Foreign Language	Elective

Cape Digital Tools Certificates

Middle school students can earn digital tool certificates. Such digital skills include, but are not limited to word processing, spreadsheets, and digital arts taught through courses available at the middle schools.

Grading and Report Cards

Semester exams shall be comprehensive and cover the entire semester’s work. A copy of each semester

exam shall be filed with the principal. A semester exam shall be given in all academic subjects. In other courses, a project or other special activity may be used in lieu of a semester exam when approved by the principal.

No student shall be exempt from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student’s attendance record may not be used in whole or in part to provide an exemption from any academic performance.

A student’s final report card for the school year shall indicate end of year status in academic achievement including promotion or non-promotion F.S. 1003.33(2).

Achievement will be measured per the following state grading scale. Only letter grades will be entered on the report cards to indicate student progress. Our electronic grading system employs the numerical values listed below.

A	=	89.50 - 100	Outstanding Progress
B	=	79.50 - 89.49	Above Average Progress
C	=	69.50 - 79.49	Average Progress
D	=	59.50 - 69.49	Lowest Acceptable Progress
F	=	0 - 59.49	Failing
I	=	Incomplete	Incomplete (The work must be made up within twice as many days as missed with excused absence or grade will convert to an F. The principal can make exceptions to this time limit if necessary)
S	=	Satisfactory	
U	=	Unsatisfactory	
NG	=	No Grade	

The no grade option is only to be used under the following circumstance(s).

1. The student has suffered a serious illness and will be unable, through no fault of his/her own, to make up the work.
2. A transfer student has been enrolled in a course for a very short time, has not been enrolled in an equivalent course and will not be able to make up the work through no fault of his/her own.

An “NG” is not to be used as a substitute for an incomplete or an “F” and requires a principal’s approval.

High School Credit Earned in Middle School

A middle school student may earn credits toward high school graduation through courses offered while in middle school. Specific courses may also be used to satisfy requirements for the Florida Bright Futures Scholarship.

Students have an opportunity to take high school credits during middle school. The chart below presents the courses offered for high school credit in middle schools.

Course	Grade offered	Appropriate lower level course placement
Algebra 1	8 th	
Algebra 1 Honors	7 th and 8 th	Algebra 1
Geometry Honors	8 th	Regular Geometry
Spanish 1	8 th	Elective
Digital Informational Technology		Elective

Students in the middle school who take any high school course for high school credit and earn a grade of “C”, “D”, or “F” may retake the course for forgiveness. The grade will be replaced with a grade of “C” or higher earned subsequently in the same or comparable course.

Credit Acceleration Program (CAP)

CAP allows a student to earn high school credit in a course that requires a statewide, standardized end-of-course (EOC) assessment whether the student is enrolled in the course or has completed the course. Course credit shall be awarded if the student takes the standardized end-of- the-course assessment and makes a passing proficient score. The standardized EOC assessment will be taken during the regular administration of the assessment.

High School Grades 9-12 Student Progression Plan

High School (grades 9 – 12) Definition of Credit and Transfer of Credit Guidelines

For the purposes of requirements for high school graduation, one full credit represents a minimum of 135 hours of instruction in a designated course of study which contains board approved student performance standards. One full credit means a minimum of 120 hours of bona fide instruction in a designated course of study that contains student performance standards for purposes of meeting high school graduation requirements in a district school that has been authorized to implement block scheduling by the District School Board. Districts may offer courses of more than 135 hours for credit.

School districts may determine the hours of attendance by students to receive a credit or half credit.

A student may be awarded credit for less than 135 hours of instruction if he or she has demonstrated mastery of the course requirements and Florida Standards as provided by the school District's Student Progression Plan. This clarification includes awarding credit for courses taken via alternate methods (e.g. online, credit recovery).

The State Board of Education shall determine the number of postsecondary credit hours and/or earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement per s. 1003.235, F.S., and that equals one full credit of the equivalent high school course identified in s. 1007.271(6), F.S.

The school district maintains a one-half credit earned system that includes courses provided on a full-year basis. One-half credit shall be awarded if the student successfully completes either the first or the second half of a full year course but fails to successfully complete the other half of the course. This does not include courses with statewide End of Course Exams (EOCs).

State Uniform Transfer of High School Credits - Rule 6A-1.09941, F.A.C.

The purpose of this rule is to establish uniform procedures relating to the acceptance of transfer work and credit for students entering Florida's public schools.

1. Credits and grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, credits shall be

validated through performance during the first grading period as outlined in subsection (3) of this rule.

2. If a student's transcript shows a credit in high school reading or ELA, the student must successfully earn a proficiency score on the ELA FSA or earn concordant scores on the SAT or ACT.
3. If a student's transcript shows an Algebra 1 credit (requiring a passing state assessment), then the student must pass the assessment, unless the student earned a comparative score on an approved comparative assessment determined from the Florida Department of Education or passed an out-of-state Algebra assessment.
4. If a student transfers into a Florida high school from out of country, out of state, a private school, or a home school, and that student's transcript shows credit received in Algebra 1, or an equivalent course, the student must take the Algebra 1 EOC at least one time, unless the student earned a comparative score on an approved comparative assessment determined from the Florida Department of Education or passed an out-of-state Algebra assessment.
5. Validation of credits shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should have a minimum grade point average of 2.0 at the end of the first grading period. Students who do not meet this requirement shall have credits validated using the Alternative Validation Procedure.
6. Alternative Validation Procedure. If validation based on performance as described above is not satisfactory, then any one of the following alternatives shall be used for validation purposes as determined by the teacher, principal, and parent:
 - a. Portfolio evaluation by the superintendent or designee;
 - b. Written recommendation by a Florida certified teacher selected by the parent and approved by the principal;
 - c. Demonstrated mastery in courses taken through dual enrollment or at other public or private accredited schools;
 - d. Demonstrated mastery on nationally-normed standardized subject area assessments;
 - e. Demonstrated mastery on the ELA FSA and/or EOCs for the courses;
 - f. Written review of the criteria utilized for a given subject provided by the former school.

A school may accept credits or grade placement from a non-accredited school when validated by one or more of the following procedures:

1. a review of the student's academic record;
2. an analysis of a sending school's curriculum;
3. a review of a portfolio of student work; or
4. an assessment of scholastic performance. The receiving school must maintain policy and procedures to govern the acceptance of credit or grade placement from a non-accredited source.

Home Education students transferring into the School District of Indian River County must be full-time enrolled students during their last academic year prior to graduation and must earn a minimum of seven credits during their School District of Indian River County high school enrollment to receive a

diploma from the district. These seven credits must include one credit for ELA, one credit for math, and one credit for science.

Students with credit awarded for Home Education programs shall be eligible to be ranked in their graduating class only if they have been enrolled in a specific Indian River high school for a minimum of one year earning seven credits. No ranking in the Top-10 students of a graduating class shall be permitted for a transferring Home Education student with less than a minimum of two years (14 credits) earned in a specific Indian River high school.

Credits will be accepted from an accredited virtual instruction program.

High School credit will be awarded to middle school students who successfully complete high school courses and pass the End of Course (EOC) exam where applicable.

Credit Requirements

The requirements of the Board shall not be retroactive for a transfer student provided the student has met all requirements of the district or state from which he/she is transferring.

Students who enter a Florida public school in the eleventh or twelfth grade from out of state or from a foreign country shall not be required to spend additional time in a Florida public school to meet the high school requirements if the student has met all requirements of the school district, state, or country from which he or she is transferring. Such students who are not proficient in English may receive immediate and intensive instruction in English language acquisition. However, to receive a standard high school diploma, a transfer student must earn a 2.0 GPA and pass the grade 10 Florida Assessment for ELA, required in s. 1008.22(3), F.S., or an alternate assessment (concordant score) as described in s. 1008.22(10), F.S.

Students may transfer credit for classes that met two or three times a week in compliance with the time requirements as determined by the principal of the school.

Students may transfer any graduation requirement and elective requirement from one Indian River County high school to the other. The requirements shall be the same at all high schools but the elective program may differ per the school site.

In-county or out-of-county students must attend the same Indian River County high school for the last two semesters or eight credits to be placed in class rank. A transfer student has the option to be unranked without prejudice at the written request of the parent if his/her transfer grades are numerical. Transfer students not meeting the requirements for ranking may be given an approximate rank.

In awarding credit for high school graduation, each school district shall maintain a one-half credit earned system which shall include courses provided on a full-year basis. A student enrolled in a

full-year course shall receive one-half credit if the student successfully completes either the first half or the second half of a full-year course. This excludes courses with an End of Course (EOC) exam that require passing the course to earn credit. Additional requirements such as class attendance, homework, participation, and other indicators of performance, shall be successfully completed by the student.

Final Exams

Per s. 1008.22, F.S., Student Assessment Program for Public Schools, a course that administers a statewide EOC assessment may not administer an additional final exam. The EOC will be used as the final cumulative exam for the course and will count as 30% of the grade. Secondary courses that currently administer an EOC are Civics, Algebra I, Geometry, Biology, and United States History. To limit student testing, Exams may assess the last semester of instruction or teachers may choose to assign a project, unit or chapter test to assess mastery of standards taught after the EOC, FSA, AP or IB exam.

Electives and related arts shall administer a cumulative final exam. The final exam counts for 20% of the final grade in high school credit courses.

District Grading Scale

A	B	C	D	F
90-100	80-89	70-79	60-69	0-59

FSA Algebra 1 EOC Assessment

The FSA Algebra 1 EOC assessment was first administered in spring 2015. School districts received passing information for students who took the FSA Algebra 1 EOC in spring 2015. Passing status was determined by linking student performance on the FSA Algebra 1 EOC to student performance on the NGSSS Algebra 1 EOC, using a linked passing score of 399 on the NGSSS Algebra 1 EOC assessment. These students, as well as students who took the assessment in summer, fall, or winter 2015, are eligible for an alternate passing score of 489. Students taking the assessment for the first time after performance standards were set must pass the Algebra 1 EOC by earning the passing score of 497, adopted in State Board of Education rule in January 2016. For more information on the FSA Algebra 1 EOC, please see the 2015-16 FSA End-of-Course Assessments Fact Sheet.

Algebra 1 Assessment Requirement and Passing Score by Implementation Year

Implementation Year	Assessments	Passing Score for the Required Assessment
2011-12	NGSSS Algebra 1 EOC	399
2014-15	FSA Algebra 1 EOC Assessment	489*
2014-15 and beyond	FSA Algebra 1 EOC Assessment	497

**Students who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board are eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement*

Grading and Report Cards

Report cards will be issued quarterly (every nine weeks). It shall be the teacher’s responsibility to determine grades. When determining a student’s grade, the evaluation shall relate to:

1. mastery of the course objectives that have been identified for each course in the state course description and are compatible with the State Standards
2. performance on district and/or school assessment criteria, and
3. teacher evaluation based on mastery of performance standards and exit criteria

The grade shall be representative of the student’s progress and, in as much as possible, be based on data collected throughout the grading period for which the student is being evaluated.

Schools will not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student’s attendance record may not be used in whole or in part to provide an exemption from any academic performance requirement F.S. 1003.437 and 1003.33(2).

Grading of Courses with an End-of-Course Assessment

EOC courses receive a final grade at the end of each semester. Each semester grade for a course with an EOC, must include the EOC as 30% of the final grade calculation. Students who must take the EOC at the end of the course, will not receive a final grade until the issuance of the final report card for that course. If a student does not take the EOC, a final grade cannot be calculated. If after two administrations of the EOC, the EOC for the course in which a student is enrolled is not taken, the EOC grade will become an “F” and the “F” will be averaged in as 30% of the final grade. (Exception: Algebra 1 EOC must be taken and passed to meet graduation requirements for all students including transfer students).1003.4282(7) F. S.

Grade forgiveness does apply for courses that have an EOC attached. If the student’s final average with the EOC assessment included as 30% results in a course grade of “D” or “F,” the options for the student include one of the following:

- Retake a semester of the course;
- Retake the entire course;

- Retake the EOC assessment for that course; and
- Retake both the course and the EOC assessment to improve the student’s final course grade.

Grading of Dual Enrollment Coursework

If a student is awarded a “W” by a post-secondary institution with which the School District has a dual enrollment agreement, the “W” cannot be changed to an “F” by the high school. A “W” will be treated the same as an “NG” and will not be calculated into the grade point average.

Weighted Grade Policy

The following guidelines regarding the weighting of grades shall be utilized at each district high school.

1. The courses to be weighted shall be those designated by the State of Florida Department of Education as “Level Three” courses.
2. Weighting shall be applied as follows:
 - a. International Baccalaureate (IB), Advanced Placement (AP), and Dual Enrollment courses will be weighted at an additional 1.0 grade point.
 - b. Honors courses will be weighted at a 0.5 grade point.
 - c. School districts and community colleges must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated.
 - d. “D” grades will not receive additional weighting.
3. A course taken while such course is eligible for weighting shall remain weighted at its original level even if the course is deleted from the list of eligible courses, if the weighting changes, or if there is a policy change.
4. All grades will be used in the calculation of the weighted GPA except grades of “D” or “F” that are subsequently retaken for forgiveness and a grade of “C” or better has been earned.
5. A student whose schedule changes in the middle of a semester from a weighted to an unweighted class will have the following apply: If the student has one quarter in a weighted class and one quarter in an unweighted class and takes the semester exam in the unweighted class the student will not receive weighted credit since 60% of the grade is unweighted. Conversely, a student who has one quarter in an unweighted class and one quarter in a weighted class and takes the semester exam in the weighted class may receive a weighted grade since 60% of the grade was in a weighted class. To receive extra weight, the final semester grade must be a C or better.
6. Weighting will apply for the purposes of Class Rank (valedictorian, salutatorian, top 10%, etc.) Spring awards will be based on calculations at the end of the 7th semester.
7. Any changes in weighted grade policy would become effective with the incoming freshman class F.S. 1003.437.

Student Mid-Term Progress Reports

Student mid-term progress reports will be sent each grading period.

Grade Forgiveness- 1003.4282 (5), F.S.

Forgiveness policies for required courses shall be limited to replacing a grade of “D” or “F” or the equivalent of a grade of “D” or “F” with a grade of “C” or higher, or the equivalent of a grade of

“C” or higher, earned subsequently in the same or comparable course.

Forgiveness policies for elective courses shall be limited to replacing a grade of “D” or “F” or the equivalent of a grade of “D” or “F” with a grade of “C” or higher, or the equivalent of a grade of “C” or higher, earned subsequently in another course.

The only exception to these forgiveness policies shall be made for a student in the middle grades who takes any high school course for high school credit and earns a grade of “C”, “D”, or “F” or the equivalent of a grade of “C”, “D”, or “F”. In such case, the district forgiveness policy must allow the replacement of the grade with a grade of “C” or higher, or the equivalent of a grade of “C” or higher, earned subsequently in the same or comparable course.

In all cases of grade forgiveness, only the new grade shall be used in the calculation of the student’s grade point average. Any course grade not replaced per a District School Board forgiveness policy shall be included in the calculation of the cumulative grade point average required for graduation.

Grade Averaging- 1003.436 (2), F.S.

In awarding credit for high school graduation, each district school board shall maintain a one-half credit earned system that shall include courses provided on a full-year basis. A student enrolled in a full-year course shall receive one-half credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would not result in a passing grade. A student enrolled in a full-year course shall receive a full credit if the student successfully completes either the first half or the second half of a full-year course but fails to successfully complete the other half of the course and the averaging of the grades obtained in each half would result in a passing grade, provided that such additional requirements specified in district school board policies, such as class attendance, homework, participation, and other indicators of performance, shall be successfully completed by the student.

In the School District of Indian River County, grades are averaged using the traditional four-point scale: A= 4, B=3, C=2, D=1, F=0 and transcripts reflect the passing grade and full credit.

Promotion and Grade Classification

To be promoted to the next grade in high school, a student must attain the following criteria:

9 th grade	- Student must have been promoted from 8th grade a minimum of 6 credits a minimum of 12 credits a minimum of 18 credits
10 th grade	
11 th grade	
12 th grade	

A student who has not earned the minimum credits for a grade level will be classified as being in the previous grade level.

To assist students to meet all graduation requirements, mid-year grade level promotions to 10th, 11th and 12th grade will be made for those students retained from the previous year who have met the criteria mid-year.

Diplomas

School districts must notify students and their parents in writing as to the standard diploma graduation requirements. The letter must include:

- Standard diploma requirements
- Available designations
- State scholarship programs and postsecondary admissions eligibility requirements

Credits may be earned through successful completion of courses approved by the Department of Education as specified in the course code directory available in all secondary guidance offices.

The selection of one of the three graduation options is exclusively up to the student and parent. If the student and parent fail to select a graduation option, the student shall be considered to have selected the 24 credit general requirements for high school graduation as specified in F.S. 1003.429(1)(a) and 1003.429

Honor Graduate Designation

A student may qualify as an honor graduate by receiving no less than eleven credits in courses, which have been designated as having rigorous content. The School Advisory Council at each high school may designate a list of specific courses that will qualify Honor Graduate designation or the school may use all Level Three courses designated by the Department of Education. The Level Three courses include all Advanced Placement, International Baccalaureate, Honors, and Dual Enrollment courses.

A student must have an overall GPA of no less than a 3.0 (on a 4.0 scale) and must have received a grade of no less than a "C" in any course specified as an Honor Graduate course.

Scholar Graduate Designation

A student may qualify as a scholar graduate by meeting the requirements of the 9th grade cohort in which they enter high school. This designation is determined by the state if the student successfully passes: earn one credit in Algebra II; pass the Biology I EOC assessments; earn a credit in chemistry or physics; earn a credit in a course equally rigorous to chemistry or physics; pass the statewide standardized United States History EOC; earn two credits in the same foreign language; earn at least one credit in an Advanced Placement (AP), an International Baccalaureate, an Advanced International Certificate of Education (AICE), dual enrollment course or an approved industry certification.

Merit Graduate Designation

A student may qualify as a merit scholar graduate by meeting the requirements of the 9th grade cohort in which they enter high school. The student earns this designation if they obtain one or more industry

certifications from the list established under F.S.1003.492.

Students can earn both a scholar and merit designation if they complete all requirements for each designation.

Florida Seal of Biliteracy

A student may qualify for a Florida Seal of Biliteracy when the attainment of a high level of competency in listening, speaking, reading, and writing in one or more foreign languages, in addition to English, has been obtained. Beginning in the 2016-2017 school year, a Gold Seal of Biliteracy (highest level of competency) or a Silver Seal of Biliteracy (second-highest level of competency) will be awarded by the Commissioner of Education to high school graduates meeting this requirement. The purpose of this program is to encourage students to study foreign languages, provide postsecondary institutions with a method of recognizing a bilingual student who is seeking admission, recognize, and promote foreign language instruction in public schools, affirm the value of diversity, honor multiple cultures and foreign languages and strengthen the relationships among multiple cultures in a community. The seal will be affixed to the diploma of graduating high school students who earn four foreign language course credits in the same foreign language, with a cumulative 3.0 grade point average or higher on a 4.0 scale, achieve a qualifying score on a foreign language assessment or satisfy alternative requirements as determined by the State Board of Education. (F.S. 1003.432)

Passing scores for students entering grade 9 in the 2018-19 school year and beyond.

Cohort	Scheduled Graduation Date	Concordant Scores
Those who entered 9 th grade in 2018-2019 and beyond	Spring 2022 and beyond	Students can <u>only</u> use newly adopted scores For Grade 10 FSA ELA: 480 on SAT EBRW or An average of 18 on ACT English and Reading For Algebra 1 EOC: 430 on PSAT/NMSQT* or 420 on SAT Math** or 16 on ACT Math
Those who entered 9 th grade between 2010-2011 and 2017-2018	Spring 2021 Spring 2020 Spring 2019 Spring 2018 Spring 2017 Spring 2016 Spring 2015 Spring 2014	Students can use last-adopted scores For Grade 10 FSA ELA: 430 on SAT EBRW*** or 24 on SAT Reading subtest or 19 on ACT Reading for Algebra 1 EOC: 97 on PERT Mathematics Students can also use the newly adopted scores

* Administered in 2015 and beyond. Students may use a comparative score of 39 on PSAT/NMSQT Math if it was earned prior to 2015.

** Administered in March 2016 or beyond. Students may also use a comparative score of 380 on SAT Math if it was earned prior to March 2016.

*** Administered in March 2016 or beyond. Students may also use a concordant score of 430 on SAT Critical Reading if it was earned prior to March 2016.

Retaking the Statewide Assessments

Students can retake the standardized statewide assessments as many times as they like until they pass it and can enroll for a “free” 13th year of public education should they need additional instruction to successfully pass the assessment. Students currently have up to five opportunities to pass the Grade 10 English Language Arts (ELA) assessments prior to their scheduled graduation. Students who do not pass the Grade 10 standardized statewide ELA assessment in the spring of their sophomore year may retake in fall and spring of their junior and senior years; however, it is important to note that the last administration of the FCAT Reading Retake assessment will occur in spring 2012, and the last administration of the FCAT Mathematics Retake assessment will occur in spring 2013. Students who have not passed the FCAT Reading Retake by its last administration will need to take and pass the Florida Standards Assessments Retake ELA by earning the approved concordant passing scores that will be established, or by achieving a concordant score on the SAT or ACT, as described below. In addition, if students do not pass the required Florida Algebra 1 EOC Assessment, they will not earn course credit and must retake the assessment until they pass it.

State-Wide Assessment and GPA Requirements for Accelerated Graduation Options

Students pursuing accelerated three-year high school graduation options are required to:

1. Earn a passing score on the standardized statewide assessment as defined in F.S 1003.4282, or scores on a standardized test that are concordant with passing scores on the standardized statewide assessment as defined in F.S 1003.4282.
2. Achieve a cumulative weighted grade point average of 3.5 on a 4.0 scale, or its equivalent, in courses required for the college preparatory accelerated 3-year high school graduation option.
3. Achieve a cumulative weighted grade point average of 3.0 on a 4.0 scale, or its equivalent, in the courses required for the career preparatory accelerated 3-year high school graduation option.
4. Receive a weighted or un-weighted grade that earns at least 3.0 points or its equivalent, to earn course credit toward the 18 credits required for the college preparatory accelerated program. (A “B” or better in an un-weighted course, a “C” or better in a weighted course for it to count toward graduation).
5. Receive a weighted or un-weighted grade that earns at least 2.0 points or its equivalent, to earn course credit toward 18 credits required for the 18 credits required for the career preparatory accelerated high school graduation option.
6. Weighted grades shall be applied to those courses specifically listed or identified by the department as rigorous or weighted by the district school board for class ranking. Students must earn a “C” or better if the district does not weight the course and the weighted equivalent of a “C” or better if the district weights the course in each course that applies toward graduation. The School District of Indian River County does not give additional weight for a “D”, so a student must earn at least a “C” in both weighted and un-weighted courses for them to count for this graduation option).

A student who selects one of the accelerated three-year graduation options shall automatically move to the four-year program if the student:

1. Exercises his/her right to change to the four-year program
2. Fails to earn five credits by the end of grade 9 (the first year) or fails to earn 11 credits by the end of grade 10 (the second year). Credits must meet the requirements of the graduation option

- selected in order to be counted as part of the graduation plan
3. Does not achieve a passing score of 3 or higher on the grade 10 standardized statewide assessment
 4. Has not completed the credit, grade point average, and testing requirement specified in F.S. 1003.429(1), and (6) by the end of grade 11.

A student who meets all the requirements of the accelerated graduation options prescribed in F.S. 1003.429(1) and (6) shall be awarded a standard diploma in the form prescribed by the State Board of Education F.S. 1003.429.

Performance-Based Exit Option Model and State of Florida High School Performance-Based Diploma Rule 6A-6.0212, F.A.C.

The Performance-Based Exit Option Model is not to be a preferred or accelerated means of completing high school. Thus, this model is not a vehicle for the early exit of students and may only be exercised for students who are off-track to graduate with their kindergarten cohort due to being overage for grade, behind in credits or having a low Grade Point Average (GPA). Students participating in the Performance-Based Exit Option Model may not graduate prior to their kindergarten cohort. Participation in this model is voluntary and requires parental notification and consent. Entry and exit policies must conform to state compulsory attendance requirements, as well as district, daily attendance policies.

The district shall identify a Performance-Based Exit Option Model administrator who will be responsible for verifying that candidates are authorized to apply for this diploma type.

1. Participants must be at least 16 years of age
2. Enrolled at a school that is approved for this diploma
3. Meet the testing criteria (pass the ELA FSA, Algebra I EOC/FSA and all 4 sections of the GED test.)
4. Be enrolled in the GED program and attending 20 hours per week.
5. Have all necessary approvals and meet the State of Florida's criteria to take the GED test and apply for the Performance Based Exit Option.
6. Will graduate from Treasure Coast Technical College, if testing is not completed by April 1 of the graduating year. If testing is completed by April 1 of the graduation year, then the candidate may graduate with their last school of enrollment in SDIRC.

Types of Diplomas²

Diploma	Requirements
Standard	<ul style="list-style-type: none"> ● 24 credits³ ● State Student Performance Standards ● Attainment of State determined score on Florida State Assessments ● Cumulative Grade Point Average (GPA) 2.0
Standard with Merit designation	<ul style="list-style-type: none"> ● Same as Standard³ ● One or more Industry Certifications on the State Funding List
Standard with Scholar designation	<ul style="list-style-type: none"> ● Same as Standard ● One credit in Algebra 2 ● One credit in statistics or equally rigorous course (9th grade in 2014-15) ● One credit in Chemistry or Physics ● One credit in a course equally rigorous to Chemistry or Physics ● Two credits in the same World Language³ ● One credit in AP, AICE, IB, or dual enrollment (any subject area)– ● Pass Biology 1 EOC ● Pass the U.S. History EOC
International Baccalaureate (see Page 71 for additional information)	<ul style="list-style-type: none"> ● English - 4 credits ● Science - 4 credits ● Mathematics – 4 credits ● Social Studies – 4 credits ● World Language³ – 2 credits ● Electives – 8 credits
ACCEL (See Page 77 for additional information)	<ul style="list-style-type: none"> ● Same as Standard except 18 credits³ (although the student may earn more) ● One PE is not required ● Three electives, not eight ● Cumulative GPA of 2.0 on a 4.0 scale
Certificate of Completion	<ul style="list-style-type: none"> ● Students meet all the requirements of a Standard diploma ● Fails to pass the grade 10 ELA FSA and/or earn a cumulative GPA of 2.0 ● Note: Student may elect to remain in high school as a full or part time student for up to one additional year to receive remedial instruction
Performance-Based Diploma	<ul style="list-style-type: none"> ● Participants must be at least 16 years of age ● Enrolled at a school that is approved for this diploma Meet the testing criteria (pass the ELA FSA, Algebra I EOC/FSA and all 4 sections of the GED test) ● Be enrolled in the GED program
Graduate Equivalency Diploma (GED)	<ul style="list-style-type: none"> ● Must pass all parts of the High School Equivalency Exam approved by the Department of Education

²See Exceptional Student Education (ESE) section for ESE diplomas

³A student who has earned four world language credits in the same world language may be eligible for the Florida Seal of Biliteracy. Review “Florida Seal of Biliteracy Program” section for eligibility requirements.

Career and Professional Education (CAPE) Academies

The Career and Professional Education (CAPE) Act provides a rigorous and relevant career themed track for students interested in pursuing post-secondary coursework or careers in select fields. CAPE Academies also provide students an opportunity to earn industry certifications in these fields that allows them to be immediate candidates for employment. CAPE Academies are research-based programs that integrate an academic curriculum with industry-specific standards and coursework aligned directly to the workforce needs. The School District of Indian River County offers a variety of CAPE Academies at each of the traditional high schools. Students must receive a standard high school diploma and highest available industry certification offered for that field to complete a CAPE Academy program per s. 1003.491, s 1003.492, and s.1003.493 F.S.

Industry Certifications

Students enrolled in in a CAPE Academy or “career-themed course” which includes an industry specific curriculum aligned to the workforce will have an opportunity to earn an industry certification. Students will complete an industry certification assessment issued by an independent entity for the specific area of interest that evaluates their knowledge and skills. The industry certification is a credential that is nationally recognized and applicable to a chosen occupation. There is no cost to the student to participate in the certification exam. A student who earns an industry certification **for which there is a statewide college credit articulation agreement** approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. A student who earns an industry certification for which there is a statewide college-credit articulation agreement approved by the State Board of Education may substitute the certification for up to one science credit, except for Biology I.

Standard Diploma Requirements – EOC Assessments

Algebra 1 EOC Assessment	Geometry EOC Assessment	US History EOC Assessment	Biology I Assessment
Course required and results are 30% of the final course grade. Students must pass or have concordant score in order to graduate.	Results are 30% of the final course grade	Course required and results are 30% of the final course grade	Course required and results are 30% of course grade

Graduation Requirements for Students entering Grade 9 in 2014-15 and forward.

**Students Entering Grade Nine in the 2014-2015 School Year and Forward
Academic Advisement Flyer—What Students and Parents Need to Know**

What are the diploma options?

Students must successfully complete one of the following diploma options:

- 24-credit option
- 18-credit Academically Challenging Curriculum to Enhance Learning (ACCEL) option
- Advanced International Certificate of Education (AICE) curriculum
- International Baccalaureate (IB) Diploma curriculum

What are the state assessment requirements?

Students must pass the following statewide assessments:

- Grade 10 English Language Arts or a concordant score
- Algebra I end-of-course (EOC); the results constitute 30 percent of the final course grade* or a comparative score.

Refer to [Graduation Requirements for Florida's Statewide Assessments](#) for concordant and comparative scores.

Students must participate in the EOC assessments; the results constitute 30 percent of the final course grade*. These assessments are in the following subjects:

- Biology I
- U.S. History
- Geometry

*Special note: Thirty percent not applicable if not enrolled in the course but passed the EOC.

What is the credit acceleration program (CAP)?

This program allows a student to earn high school credit if the student passes an Advanced Placement (AP) examination, a College Level Examination Program (CLEP) or a statewide course assessment without enrollment in the course. The courses include the following subjects:

- Biology I
- U.S. History
- Geometry
- Algebra I

What are the graduation requirements for students with disabilities?

Two options are available only to students with disabilities. Both require the 24 credits listed in the table, and both allow students to substitute a career and technical education (CTE) course with related content for one credit in ELA IV, mathematics, science and social studies (excluding Algebra I, Geometry, Biology I and U.S. History).

- Students with significant cognitive disabilities may earn credits via access courses and be assessed via an alternate assessment.
- Students who choose the academic and employment option must earn at least 0.5 credit via paid employment.

What are the requirements for the 24-credit standard diploma option?

4 Credits English Language Arts (ELA)	
<ul style="list-style-type: none"> ▪ ELA I, II, III, IV ▪ ELA honors, AP, AICE, IB and dual enrollment courses may satisfy this requirement. 	
4 Credits Mathematics	
<ul style="list-style-type: none"> ▪ One of which must be Algebra I and one of which must be Geometry. ▪ Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I and Geometry). 	
3 Credits Science	
<ul style="list-style-type: none"> ▪ One of which must be Biology I, two of which must be equally rigorous science courses. ▪ Two of the three required credits must have a laboratory component. ▪ An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I). ▪ An identified rigorous computer science course with a related industry certification substitutes for up to one science credit (except for Biology I). 	
3 Credits Social Studies	
<ul style="list-style-type: none"> ▪ 1 credit in World History ▪ 1 credit in U.S. History ▪ 0.5 credit in U.S. Government ▪ 0.5 credit in Economics with Financial Literacy 	
1 Credit Fine and Performing Arts, Speech and Debate, or Practical Arts†	
1 Credit Physical Education†	
<ul style="list-style-type: none"> ▪ To include the integration of health 	
† Special note: Eligible courses and eligible course substitutions are specified in the Florida Course Code Directory .	
8 Elective Credits	
1 Online Course Within the 24 Credits	
<ul style="list-style-type: none"> ▪ Students must meet the state assessment requirements (see left column). ▪ Students must earn a 2.0 grade point average on a 4.0 scale. 	



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What are the requirements for standard diploma designations?

Diploma Designations
<p align="center">Scholar Diploma Designation</p> <p>In addition to meeting the 24-credit standard high school diploma requirements, a student must meet the following requirements:</p> <ul style="list-style-type: none"> ▪ Earn 1 credit in Algebra II; ▪ Pass the Geometry EOC; ▪ Earn 1 credit in statistics or an equally rigorous mathematics course; ▪ Pass the Biology I EOC; ▪ Earn 1 credit in chemistry or physics; ▪ Earn 1 credit in a course equally rigorous to chemistry or physics; ▪ Pass the U.S. History EOC; ▪ Earn 2 credits in the same world language; and ▪ Earn at least 1 credit in AP, IB, AICE or a dual enrollment course. <p>A student is exempt from the Biology I or U.S. History assessment if the student is enrolled in an AP, IB or AICE Biology I or U.S. History course and the student</p> <ul style="list-style-type: none"> ▪ Takes the respective AP, IB or AICE assessment; and ▪ Earns the minimum score to earn college credit. <p align="center">Merit Diploma Designation</p> <ul style="list-style-type: none"> ▪ Meet the standard high school diploma requirements ▪ Attain one or more industry certifications from the list established (per section 1003.492, Florida Statutes [F.S.]).

Can a student who selects the 24-credit program graduate early?

Yes, a student who completes all of the 24-credit program requirements for a standard diploma may graduate in fewer than eight semesters.

What is the distinction between the 18-credit ACCEL option and the 24-credit option?

- 3 elective credits instead of 8
- Physical Education is not required
- Online course is not required

All other graduation requirements for a 24-credit standard diploma must be met (per s. 1003.4282(3)(a)-(e), F.S.).

Where is information on Bright Futures Scholarships located?

The Florida Bright Futures Scholarship Program rewards students for their academic achievements during high school by providing funding to attend a postsecondary institution in Florida. For more information, visit [Florida Bright Futures Scholarship Program](#).

What are the public postsecondary options?

<p align="center">State University System (SUS)</p> <p>Admission into Florida’s public universities is competitive. Prospective students should complete a rigorous curriculum in high school and apply to more than one university to increase their chance for acceptance. To qualify to enter one of Florida’s public universities, a first-time-in-college student must meet the following minimum requirements (credit earned by industry certification does not count for SUS admission):</p> <ul style="list-style-type: none"> ▪ High school graduation with a standard diploma ▪ Admission test scores ▪ 16 Credits of approved college preparatory academic courses <ul style="list-style-type: none"> ○ 4 English (3 with substantial writing) ○ 4 Mathematics (Algebra I level and above) ○ 3 Natural Science (2 with substantial lab) ○ 3 Social Science ○ 2 World Language (sequential, in the same language) ▪ 2 Approved electives <p align="right">State University System of Florida</p>
<p align="center">The Florida College System</p> <p>The 28-member Florida College System offers career-related certificates and Associate in Science degrees that prepare students to go directly into the workforce, as well as Associate of Arts degrees that prepare students to transfer to a bachelor’s degree program. Many also offer baccalaureate degrees in high-demand fields. The Florida College System has an open-door policy enabling students who have earned a standard high school diploma, high school equivalency diploma or have demonstrated success in postsecondary coursework to be admitted to an associate degree program.</p> <p align="right">Division of Florida Colleges</p>
<p align="center">Career and Technical Centers</p> <p>Florida also offers students 48 accredited career and technical centers throughout the state, which provide the education and certification necessary to work in a particular career or technical field. Programs are flexible for students and provide industry-specific education and training for a wide variety of occupations.</p> <p align="right">Secondary Career and Technical Education Directors</p>

Where is information on financial aid located?

The Florida Department of Education Office of Student Financial Assistance administers a variety of postsecondary educational state-funded grants and scholarships. To learn more, visit [Office of Student Financial Assistance](#).

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Explanations of Required Classes for Credit

1. Biology 1 or a series of courses equivalent to Biology 1 as approved by Department of Education.
2. Chemistry or Physics or a series of courses equivalent to Chemistry or Physics as approved by the Department of Education.
3. An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology 1 or higher level) or mathematics requirement (except Algebra 1 or higher-level).
4. Industry certifications that lead to college credit be may substituted for up to two mathematics credits (except for Algebra 1 and Geometry).
5. Successfully achieving one or more of the following industry certifications enable students enrolled in a specified Career and Technical Education (CTE) course to earn Statewide articulated credit:
 - Adobe
 - Microsoft Office Specialist
 - National Center for Construction and Educational Research (NCCER Level 1)
 - ServSafe Food Protection Manager
 - Internet Business Associate
 - Biotility
 - Certified Nurse Assistant
 - ASE & FADA
6. Students who are program concentrators (three or more courses in a single CTE program) may earn articulated college credit through the local university and college.
7. Schools are to inform parents of the potential educational Return on Investment (ROI) of students earning industry certifications.
8. Requirements for students entering grade 9 in 2014-2015 and later:
 - a. One-credit in performing or fine arts, speech and debate, or a practical arts course that incorporates artistic content and techniques of creativity, interpretation, and imagination. Eligible practical arts courses shall be identified through the Course Code Directory. A student who earns credit upon completion of an apprenticeship or pre-apprenticeship program registered with the Florida Department of Education (FLDOE) may use such credit to satisfy the credit requirement for one (1) fine or performing arts, speech and debates, or practical arts, or two (2) electives.
 - b. One-credit in physical education to include integration of health (HOPE) or .5 credit of personal fitness and .5 Credit of PE and .5 Credit Health (other eligible courses or eligible course substitutions). Participation in an interscholastic sport at the junior varsity or varsity level for two full seasons shall satisfy the one-credit requirement in physical education. A District School Board may not require that the one credit in physical education be taken during the 9th grade year. Completion of one semester with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extracurricular activity, or in a dance class shall satisfy one-half credit in physical education or one-half credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement

for adaptive physical education under an Individual Education Plan (IEP) or 504 plan. Completion of two years in a Reserve Officer Training Corps (ROTC) class, a significant component of which is drills, shall satisfy the one-credit requirement in physical education and the one-credit requirement in performing arts. This credit may not be used to satisfy the HOPE requirement or the requirement for adaptive physical education under an IEP or 504 plan.

- c. Eight credits in electives.
9. At least one course within the 24 credits required must be completed through online learning. A student that earns a nationally recognized industry certification in information technology that is identified on the CAPE Industry Certification Funding List and offered by the School District of Indian River County pursuant to s. 1008.44, F.S. or passing the information technology certification examination without enrolling in or completing the corresponding course or courses, as applicable. However, an online course taken during grades 6 through 8 fulfills this requirement. This requirement shall be met through an online course offered by a virtual instruction program an online course offered by the high school, or an online dual enrollment course offered pursuant to a district interinstitutional articulation agreement pursuant to s. 1007.235, F.S. A student who is enrolled in a full-time or part time virtual instruction program under s. 1002.45, F.S. meets the requirement. An online driver education course also satisfies this requirement.
10. The online course requirement does not apply to a student who has an IEP that indicates it would not be appropriate or an out-of-state student transfer student, enrolled in a public school, who has one year or less remaining. Additionally, the school district may not require a student to take the online course outside the school day or in addition to a student's courses for a given semester.
11. The 24 credits required for a standard high school diploma may be earned through equivalent, applied, integrated, or career education courses, including work-related internships approved by the State Board of Education and identified in the course code directory under s. 1003.4282, F.S.
12. High School Course Substitution Credit (1 credit) – Students in grades 9 – 12 who enroll in and complete a certain vocational job preparatory program may substitute credit for a portion of the required credits in English, credits in mathematics and credits in science (excluding Algebra, Biology, and Geometry).
13. Vocational Course substitutions shall not exceed one (1) credit in each subject area. Additionally, a program which has been used to substitute in one area may not be used to substitute for any other subject area.
14. Adult Credit: Any appropriately coded course in English, Math, Science, World History, Economics, American Government, American History, Performing Fine Arts, Life Management, Physical Education and any elective area approved by the principal and the Director of Secondary, Adult, and Community Programs.
15. Alternative Programs to Earn Credit: The following alternatives are available to govern the grade placement and graduation of students from high school. These alternatives set the number of credits for grade placement and create the possible avenues of earning credit from an Indian River County high school. These programs shall be explained in detail in each high

school student/parent handbook.

- Early admission
- Community college on-site program
- Dropout Prevention Programs
- Homebound Program
- Adult Education
- G.E.D
- Part-time enrollment

Dual Enrollment – courses available for dual enrollment shall be all courses included in the FLDOE dual enrollment course-high school subject area equivalency list excluding:

- Physical education courses
- Courses categorized as college preparatory
- Private music lessons
- Correspondence courses from institutions that are accredited by the Southern Association of Colleges and Schools or other regional accrediting associations
- Credit by examination (available at post-secondary institutions)
- Virtual Schools
- Credits and grades earned from unaccredited schools shall be accepted at face value if submitted on an official transcript

Notes:

1. Required instruction as defined in Florida Statutes will be included in the above.
2. No student shall be granted credit toward high school graduation for enrollment in the following courses or programs:
 - a. More than a total of nine elective credits in remedial and compensatory program.
 - b. More than one-half credit in Exploratory Vocational Courses.
 - c. Any Level I course unless the student’s assessment indicates that a more rigorous course of study would be inappropriate, in which case a written assessment of the need must be included in the student’s individual educational plan or in a student performance plan, signed by the principal, the guidance counselor, and the parent or guardian of the student, or the student if the student is 18 years of age or older.
3. The principal/designee may approve an adjustment to course placement.

Character Education

Beginning with the 2016-2017 school year, character development curriculum is required for grades 9 – 12 which must include: instruction on developing leadership skills, interpersonal skills, organization skills and research skills; creating of a resume; developing and practicing skills necessary for employment interviews; conflict resolution, workplace ethics, and workplace law; managing stress and expectations; and developing personal skills in resiliency and self-motivation. F.S. 1003.42

Adult Education High School Classes

Although there is no full time Adult High School, a limited number of high school credit recovery courses will be offered through the Adult Education Program to students who are behind in credits or

whose grade point average puts them in jeopardy of not receiving a standard diploma. Permission of the principal and guidance counselor is required.

Requirements for International Baccalaureate Diploma

The International Baccalaureate diploma curriculum may be substituted to meet state graduation requirements. The International Baccalaureate Program shall be the curriculum in which eligible secondary students are enrolled in a program of studies offered through the International Baccalaureate Program administered by the International Baccalaureate Office. The State Board of Education and the Board of Governors shall specify in the statewide articulation agreement required by s. 1007.23(1), F.S. the cutoff scores and International Baccalaureate Examinations which will be used to grant postsecondary credit at community colleges and universities.

Any changes to the articulation agreement which have the effect of raising the required cutoff score or of changing the International Baccalaureate Examinations which will be used to grant postsecondary credit, shall only apply to students taking International Baccalaureate Examinations after such changes are adopted by the State Board of Education and the Board of Governors. Students shall be awarded a maximum of 30 semester credit hours pursuant to this subsection. The specific course for which a student may receive such credit shall be specified in the statewide articulation agreement required by s.1007.23(1), F.S.

Students enrolled pursuant to this subsection shall be exempt from the payment of any fees for administration of the examinations regardless of whether the student achieves a passing score on the examination. Students must complete all IB components that make them eligible for the diploma, including: complete courses that make them eligible for the IB Diploma (six testing courses with one from each of Groups 1-5); sit for all components of the six exams; complete and document CAS activities to meet all Learning Outcomes to satisfy CAS requirement for the IB Diploma; complete and submit for grading the Extended Essay; and complete and submit for grading all internal assessment components of testing courses.

- English - 4 credits
- Science - 4 credits
- Mathematics – 4 credits
- Social Studies – 4 credits
- Foreign Language – 2 credits
- Electives – 8 credits

If a student withdraws from the IB program prior to IB graduation requirements, the student must take all required courses under the traditional 24 credit diploma option.

GED/Adult Education Diplomas

General Education Developmental Diploma (GED) Standard Diplomas, and Certificates of Completion are available to students in Adult Education Programs.

Accelerated Graduation

Early Admission/Advanced Study Programs

Eligible students may be excused from attendance for all or part of their remaining high school program and may be graduated in less than three years in grades 10-12. Approved programs must meet the following conditions:

1. Board approval.
2. Acceptance of the student by a post-secondary institution authorized by Florida Law or accredited by AdvancED.

When these conditions have been met, students may be awarded a standard diploma with their regular class or at a time convenient to the principal, provided that: (1) students have completed two college semesters or equivalent with normal class load and maintained at least a C average or equivalent, or the student has earned sufficient college credits to fulfill district graduation requirements; (2) students' high school record contains adequate notations covering the work accomplished while in college.

Early Graduation

If a student has met all the graduation requirements as prescribed by the State of Florida and the Indian River County School Board and wishes to graduate before the end of the academic year, the following are required:

1. Notification in writing of the student's intent to graduate early.
2. Approval of the principal.

Per F.S.1003.4281, a student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort, as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. A student who graduates early must comply with district school board rules and policies including access to the school facilities and grounds during normal operating hours.

A student will be allowed to participate in the regular graduation ceremony at the end of the school year at his/her own discretion. If the student chooses to participate in the regular graduation ceremonies, he/she must attend all required practices and meet all other requirements as if he/she was still in attendance at the high school.

Extracurricular Scholastic Requirements – Current School Year

To be eligible to participate in interscholastic extracurricular student activities, a student entering grade 9 must be regularly promoted and thereafter must maintain a cumulative unweighted grade point average of 2.0 or above on a 4.0 scale after one year of academic progress. Students in grades 9 and 10 may participate without having a cumulative 2.0 grade point average, if they agree to an Academic Performance Contract as prescribed by State Statute. Middle school students must be regularly promoted to be eligible and meet the 2.0 grade point average as noted below for

extracurricular participation.

Additionally, a student must maintain satisfactory conduct and, if a student is convicted of, or is found to have committed, a felony or a delinquent act which would have been a felony if committed by any adult, regardless of whether adjudication is withheld, the student's participation in interscholastic extracurricular activities may be denied by the principal.

Extracurricular Grade Point Average Requirement

To participate in any extracurricular activity, high school students must maintain a minimum unweighted grade point average of 2.0 for the semester immediately preceding participation.

Florida's Bright Futures Scholarship Program and Florida Gold Seal Programs

The Bright Futures Scholarship Program is the umbrella program for three state-funded scholarships: the Florida Academic Scholars, the Florida Medallion Scholars, and the Florida Gold Seal Vocational Scholars Awards. These awards are based on academic achievement and community service earned in grades 9-12 (see chart on Page 64). Students should see their counselors or visit the Bright Futures website. Students completing the three-year graduation options are eligible for a Bright Futures Scholarship if they meet all the requirements.

<http://www.floridastudentfinancialaid.org/SSFAD/home/uamain.htm>.

Community service that will meet the Florida Bright Futures Award criteria is referred to as identifying a social or civic issue or a professional area in the community and developing a plan for the student's personal involvement in addressing the issue or learning about the area of interest. Examples of appropriate community service work include, but are not limited to, business/government internships and activity on behalf of a nonprofit community service organization or candidate for public office. Protests, work that earns pay or reward, work for family members, court-ordered community service would not be acceptable examples of community service.

- Florida Academic Scholars- 100 hours of community service
- Florida Medallion Scholars- 75 hours of community service
- Florida Gold Seal Vocational- 30 hours of community service

Locate your high school graduation year in Column A to determine the requirements and conditions for your Bright Futures award.

Refer to Complete Bright Futures Eligibility Criteria at <http://www.FloridaStudentFinancialAid.org/SSFAD/bf/bfmain.htm>

Bright Futures Initial Eligibility (Columns A-D) and Scholarship Award Information (Columns E-I) by High School Graduation Year								
FAS = Florida Academic Scholars			FMS = Florida Medallion Scholars			GSV = Gold Seal Vocational Scholars		
A	B	C	D	E	F	G	H	I
Initial Eligibility				Scholarship Award Information				
Student's High School Graduation Year ¹	Required SAT/ACT Score to Earn FAS Award	Required SAT/ACT Score to Earn FMS Award ²	Community Service Requirements	Number of FAS/FMS Hours of Funding Available ^{3,4}	Number of GSV Hours of Funding Available	Number of Years to Receive Initial Funding ⁵	Number of Years of Funding Available	Restoration Opportunity
2008-2009 and earlier	1270 SAT / 28 ACT	970 SAT / 20 ACT	FAS = 75 hrs FMS = 0 hrs GSV = 0 hrs	110% of program of study	110% of program of study up to 90 credit hours	Within <u>3</u> years of high school graduation	Up to <u>7</u> years from high school graduation	For insufficient GPA and insufficient hours ⁷
2009-2010	1270 SAT / 28 ACT	970 SAT / 20 ACT	FAS = 75 hrs FMS = 0 hrs GSV = 0 hrs	100% of program of study	100% of program of study up to 90 credit hours	Within <u>3</u> years of high school graduation	Up to <u>7</u> years from high school graduation	For insufficient GPA in 1 st year of funding <u>only</u>
2010-2011	1270 SAT / 28 ACT	970 SAT / 20 ACT	FAS = 75 hrs FMS = 0 hrs GSV = 0 hrs	100% of program of study	100% of program of study up to 90 credit hours	Within <u>3</u> years of high school graduation	Up to <u>5</u> years from high school graduation ⁶	For insufficient GPA in 1 st year of funding <u>only</u>
2011-2012	1270 SAT / 28 ACT	980 SAT / 21 ACT	FAS = 100 hrs FMS = 75 hrs GSV = 30 hrs	100% of program of study	100% of program of study up to 72 credit hours in AS, AAS, CCC or PSAV's; 60 credit hours in ATD's	Within <u>3</u> years of high school graduation	Up to <u>5</u> years from high school graduation ⁶	For insufficient GPA in 1 st year of funding <u>only</u>
2012-2013	1280 SAT / 28 ACT	1020 SAT / 22 ACT	FAS = 100 hrs FMS = 75 hrs GSV = 30 hrs	100% of program of study	100% of program of study up to 72 credit hours in AS, AAS, CCC or PSAV's; 60 credit hours in ATD's	Within <u>2</u> years of high school graduation	Up to <u>5</u> years from high school graduation ⁶	For insufficient GPA in 1 st year of funding <u>only</u>
2013-2014 and after	1290 SAT / 29 ACT	1170 SAT / 26 ACT	FAS = 100 hrs FMS = 75 hrs GSV = 30 hrs	100% of program of study	100% of program of study up to 72 credit hours in AS, AAS, CCC or PSAV's; 60 credit hours in ATD's	Within <u>2</u> years of high school graduation	Up to <u>5</u> years from high school graduation ⁶	For insufficient GPA in 1 st year of funding <u>only</u>

¹ High school graduation year = the year in which the student graduated from high school. For example, a student who graduated between September 1, 2013 and August 31, 2014 graduated in the 2013-2014 academic year.

² Home educated students who are unable to document a college-preparatory curriculum and wish to earn an FMS award, must earn a 1070 SAT or 23 ACT; and as of 2013-14 must earn a 1220 SAT or 27 ACT.

³ Extended hours of funding are available to FAS and FMS recipients in a single program of study requiring more than 120 hours.

⁴ FAS & FMS scholars completing a baccalaureate degree in 2010-11 or later within 7 semesters (or equivalent hours) or fewer, may receive 1 term of graduate funding, up to 15 semester hours, paid at the undergraduate rate.

⁵ Exception to the maximum number of years to begin receiving funding is made for students who are active military.

⁶ Students who are unable to complete their program after 5 academic years due to a verifiable illness or other documented emergency may be granted a 1-year extension to the renewal timeframe.

⁷ The award may **not** be restored if it was lost due to insufficient hours prior to the 2009-10 academic year.

Articulated Acceleration Mechanisms – s. 1007.27, F.S.

Students may not complete either accelerated option in less than three years, even if 18 credits have been earned. Students may not be part time students.

A student who completes either accelerated option and remains for a fourth year must complete the standard twenty-four credit option.

Articulated acceleration shall be available and will serve to shorten the time necessary for a student to complete the requirements associated with a high school diploma and a postsecondary degree, broaden the scope of curricular options available to students, or increase the depth of study available for a subject. This shall include, but not be limited to, dual enrollment, early admission, Advanced Placement (AP), AICE (America International Certificate of Education Programs are currently not offered by the School District of Indian River County), credit by examination, and the International Baccalaureate (IB) Program. Credit earned through the virtual instruction programs shall provide additional opportunities for early graduation and acceleration as outlined in s. 1003.4281, F.S. and s. 1003.429, F.S. Additionally, each school district must offer rigorous industry certifications that are articulated to college credit.

Home education students may participate in dual enrollment, early admission, and credit by examination. Credit earned by home education students through dual enrollment shall apply toward the completion of a home education program that meets the requirements of s. 1002.41, F.S.

Early admission shall be in the form of dual enrollment through which eligible secondary students enroll in a postsecondary institution on a full-time basis in courses that are creditable toward the high school diploma and the associate or baccalaureate degree. Students enrolled are exempt from the payment of registration, matriculation, and lab fees. (Students retaking courses must do so at their own expense.)

AP is the enrollment of an eligible secondary student in a course offered by the Advanced Placement Program administered by the College Board. Postsecondary credit for an AP course shall be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam. Students shall be exempt from the payment of any fees for administration of the examination regardless of whether the student achieves a passing score on the examination.

Credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations without completing the course. The State Board of Education states minimum scores required for an award of credit in the statewide articulation agreement.

IB Program is the curriculum whereby students are enrolled in a program of studies offered through the IB Program administered by the IB Office. The State Board of Education has established rules that specify the cutoff scores and IB Examination that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 semester credit hours. Students shall be exempt from payment of any fees for administration of the examinations regardless of whether the student achieves a passing score on the examination.

Any student who earns nine or more credits from one or more of the acceleration mechanisms provided for in this section is exempt from any requirement of a public postsecondary educational institution mandating enrollment during a summer term.

Acceleration Courses – s. 1003.4295, F.S.

Each high school shall advise each student and parent of programs through which a high school student can earn college credit, Advanced Placement (AP), International Baccalaureate (IB), dual enrollment courses, Advanced International Certificate of Education (Not currently offered in Indian River County), early admission courses, career academy courses, and courses that lead to national industry certification, as well as the availability of course offerings through virtual instruction.

Each high school shall offer an IB Program, AICE Program, or a combination of at least four courses in dual enrollment or AP, including one course in each English, mathematics, science, and social studies. To meet this requirement, school districts may provide courses through virtual instruction, if the virtual course significantly integrates postsecondary level content for which a student may earn college credit, as determined by Department of Education, and for which a standardized EOC assessment, as approved by Department of Education, is administered.

Credit Acceleration Program (CAP) purpose is to allow a secondary student to earn high school credit in a course that requires a statewide, standardized EOC assessment if the student attains a specified score on the assessment. Notwithstanding s. 1003.436, F.S., definition of "credit", a school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance, on the corresponding statewide, standardized EOC assessment. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized EOC assessment during the regular administration of the assessment.

ACCEL Opportunities for Advanced Students – s. 1002.3105, F.S.

Students who are ready for advanced academic challenges will find opportunities available in all Indian River County schools through Academically Challenging Curriculum to Enhance Learning (ACCEL). Academically challenging curriculum or accelerated instruction will be available for eligible students in grades K-12.

Each school will offer:

- whole grade and midyear promotion;
- subject matter acceleration; virtual instruction in higher grade level subjects; and
- Credit Acceleration Program (CAP) under s. 1003.4295, F. S.

Eligibility Options: The eligibility requirements for ACCEL Options include:

- demonstrate exceptionally high achievement in grades and daily performance;
- score the highest level of proficiency on the FSA in ELA and mathematics for students in grades 3-6 or exhibit a similar score on an approved equivalent test or
- score in the upper 10% of a district approved standards based test or placement test;
- consideration of a student's grade point average (GPA);

- attendance at school for 90% of the time for the previous year;
- satisfactory conduct record;
- recommendation by at least one core curricular teacher;
- recommendation from the student’s guidance counselor;
- kindergarten and first grade students must meet age requirements set forth in s. 1003.21, F.S.

Parent Request for Participation in ACCEL Options:

1. Requests by parents for ACCEL Options shall be referred to the school principal, who will confer with the school-based Problem Solving/Intervention Team. The team, with input from the parent, will determine appropriate interventions to accelerate learning using resources available through the school’s Multi-Tiered System of Supports (MTSS). This process will include a review of information from appropriate school personnel who instruct the student, including but not limited to: the student’s teacher(s), school administrator(s), and the guidance counselor. If a student participates in an ACCEL Option by parent request, a performance contract must be executed and monitored using the progress monitoring method determined appropriate by the problem solving/intervention team.
2. If the ACCEL Option chosen is the assignment of a student to a higher grade which results in the student skipping a grade or part of a grade, the student’s cumulative record should include the Problem Solving/Intervention development paperwork which includes the major reasons for the assignment, the name of the principal who has the responsibility for final grade placement decisions and the accelerated placement in the higher grade. If the movement to a higher grade level results in a student attending another school, the student and parent will meet with a counselor or administrator from the new school to discuss the social/behavioral maturity and work ethic required of the new grade placement and to assist with the transition.

Virtual Instruction Program

Virtual instruction is defined as instruction provided in an online interactive learning environment. Students residing within Indian River County have two opportunities for participating in virtual instruction programs. Students enrolled in the School District of Indian River County are subject to district policies relating to student progression. While the district may not artificially limit a student’s enrollment in virtual instruction program courses if the student would be academically eligible to enroll in the same courses in a brick-and-mortar setting within the district, a district still has authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified, in the same manner it would limit a student from enrolling in brick-and-mortar courses for which the student was not academically qualified.

F.S.1003.428 requires at least one course required for high school graduation to be completed through online learning. This requirement does not apply to a student who has an individual educational plan under s. 1003.57, F.S. which indicates that an online course would be inappropriate or a student in a Florida high school and has less than 1 academic year remaining in high school. Additionally, an online course taken during grades 6 through 8 fulfills this requirement.

This requirement shall be met through an online course offered by a virtual instruction program, an online course offered by the high school, or an online dual enrollment course offered pursuant to a district interinstitutional articulation agreement pursuant to s. 1007.235, F.S. A student who is enrolled in a full-time or part-time virtual instruction program under s. 1002.45, F.S. meets requirements.

Completion of a course in which a student earns a nationally recognized industry certification in information technology certification that is identified on the Career and Professional Education Act (CAPE) Industry Certification Funding List pursuant to s. 1008.44, F.S., or passage of the information technology certification examination without enrollment in or completion of the corresponding courses can also be used to satisfy the online course graduation requirement.

Accepting High School Foreign Exchange Students

The School District of Indian River County will accept High School Foreign Exchange Students under the following conditions:

1. The School District will only accept students who affiliated with programs that are on the Council on Standards for International Educational Travel (CSIET) Advisory List. (This list can be found at www.csiet.org).
2. Each high school may accept a maximum of five (5) foreign exchange students at any given time.
3. Each high school may accept a maximum of two (2) foreign exchange students from the same company at a given time.
4. Due to the difficulty in meeting the graduation requirements of the state of Florida in a single year, students will not be accepted as graduating seniors.
5. To plan and schedule appropriately, the programs must receive school approval to place a student by July 1, preceding the start of school.
6. The School District will not issue I-20 forms.

MTSS

Multi-Tiered System of Support (MTSS)

The School District of Indian River County is committed to the implementation of an evidence-based framework of instruction, supports, and interventions, referred to as a Multi-Tiered System of Supports (MTSS), aimed at maximizing educational outcomes by supporting the academic, behavioral, social, and psychological needs of all students within a school community. Additionally, MTSS provides a framework for a single system of continuous school improvement. The district's framework is referred to as the Multi-Tiered System of Supports (MTSS).

Through the implementation and ongoing improvement of a comprehensive MTSS framework, the district will ensure that all students are provided with levels of instruction and associated supports that are matched in direct proportion to the levels

of intensity of student needs. The MTSS framework involves on-going problem solving and data-driven decision making at all levels of instruction to systematically guide instructional improvements and to identify the specific nature of general education or exceptional student education resources that are needed to optimize student progress.

A comprehensive MTSS framework includes the following essential components:

1. High quality, evidence-based core, supplemental, and intensive instruction and supports.
2. Interventions and supports matched to student needs.
3. Ongoing progress monitoring of student performance.
4. Flexible tiers of evidence-based service delivery.
5. Ongoing, data-driven problem-solving to guide decisions about instruction, supports, and interventions needed to improve educational outcomes.
6. A data system to support decision-making at all levels of problem solving.

The District has established a framework represented by a three-tiered model and specially designed instruction (i.e., exceptional student education supports and services) to address student needs identified by school based teams. The organization of the framework for intervention into three tiers of increasingly intensive supports enables school personnel to effectively organize and allocate support resources, provide appropriate levels of intervention and support, and systematically evaluate school, grade level, and student performance data including data disaggregated by subgroups to meaningfully address the continuum of student needs.

Exceptional Student Education

(ESE) Grades K-12

The student progression plan for students with disabilities has been designed to meet the varied needs of students who require specially designed instruction, accommodations, or modifications to master Florida Standards or Florida Standards Alternate Assessment. This plan will ensure that students with disabilities who receive a standard high diploma demonstrate mastery of state standards. Likewise, this plan addresses the needs of students who enrolled in the 9th grade prior to the 2014-2015 academic year and who continue to have the option of receiving a special diploma or special certificate of completion if they meet the criteria required for that diploma or certificate option.

Course Adaptions for Students with Disabilities

Adaptations to courses may be defined as:

- **Accommodations**—changes that can be made in the way the student accesses information and demonstrates performance (Rule 6A-6.03411(1)(a), F.A.C.). Accommodations involve the use of different strategies, assistive technology, changes in the schedule or environment, or support from a person to increase, maintain, or improve the performance of students with disabilities.
- **Modifications**—changes in what a student is expected to learn; may include changes to content, requirements, and expected level of mastery (Rule 6A6.03411(1)(z), F.A.C.) Modifications change what a student is expected to learn. If modifications are used, a student will be working toward different expectations and diploma outcomes. Modifications are specified in the IEP and require signed parent permission per F.S. 1003.5715.

Note: Students receiving accommodations are typically following the same Florida Standards as those required of general education students. Students receiving modifications are typically following the Florida Standards Access Points.

Accommodations are provided in basic and career readiness courses as necessary to assure students with disabilities the opportunity to meet graduation requirements for a standard diploma. Accommodations do not include modifications to the curriculum frameworks or Florida Standards.

Accommodations to courses may include, but are not limited to the following:

- Instructional time may be increased or decreased.
- Instructional methodology may be varied.
- Special communication systems may be used by the teacher or the students.
- Classroom and district assessment procedures may be varied as specified in Rule 6A- 1.0943, F.A.C., to accommodate the student with special needs.

Accommodations that negate the validity of the statewide standardized assessments are not allowable during these test administrations under F.S. 1008.22(8). For a student to receive classroom instructional

accommodations not available or permitted on the statewide assessments, a parent must provide signed consent on the student's Individual Education Plan (IEP), which acknowledges in writing that he or she understands the implications of the use of such instructional accommodations. Students using instructional accommodations not permitted on statewide assessments may have the statewide standardized assessment requirements waived in accordance with the requirements of F.S. 1003.428(8)(b) or 1003.43(11) (b).

Program requirements or student performance standards for career and technical education courses may be modified for students with disabilities. Outcomes and student performance standards are specified in the IEP to provide students with disabilities the opportunity to complete a modified program and develop marketable skills leading to competitive employment.

On-Line Instruction

Under F.S. 1003.428(4) students entering Grade 9 in the 2011-2012 school year or thereafter, must complete at least one online course within the 24 credits required for graduation with a standard diploma. This requirement does not apply to a student who has an IEP under F.S. 1003.57 which indicates that an online course would be inappropriate, or a student is enrolled in a Florida high school and has less than one academic year remaining in high school.

Schools providing a full-time virtual instruction program under F.S. 1002.37 or 1002.45, must fulfill the obligations of a school district under this section for public school exceptional students who are enrolled in a full-time virtual instruction program. A student with a disability whose IEP indicates that full-time virtual instruction is appropriate may be enrolled in a full-time virtual instruction program.

Promotion of Students with Disabilities

Students with disabilities who are following the Florida Standards/ Next Generation Sunshine State Standards are expected to meet the same promotion requirements as their non-disabled peers at the appropriate grade levels (see General Education Requirements for Promotion). Students with disabilities, who follow a modified curriculum, as determined by the IEP, must master the appropriate Florida Standards Access Points for High School Diploma. A student will be eligible for promotion when all criteria for promotion have been met. A student who does not demonstrate achievement as described in F.S. 1008.25 and the Indian River County Student Progression Plan will be referred to the school's Promotion Review Committee for promotion with a Progress Monitoring Plan or retention.

At the elementary level the Promotion Review Committee in each school will consist of the principal or a designee, the classroom teacher, the Exceptional Student Education teacher of record, and may include another member of the instructional staff. This team will review evidence of the student's progress toward proficiency with grade level curriculum in reading, writing, mathematics and science including, but not limited to a review of classroom performance; school-based, district, and (for grades three through five) state assessments; and the student's IEP.

Student promotion for all students in grades six through eight, including students with disabilities, is based upon an evaluation of each student's achievement in attaining specified district or state requirements. A student will be eligible for promotion when all promotion criteria have been met.

Student promotion for all students in grades nine through graduation, including students with disabilities, is based upon earning the required number of credits.

Retention/Assignment of Students with a Disability

When a student with an IEP is recommended by the Promotion Review Committee for retention, a school-based ESE case review team consisting of relevant exceptional student education personnel will conduct a review of assessment and educational data used to make the retention recommendation. If it is determined by the school-based ESE case review team that additional data should be considered for a final decision to be made, the ESE case review team will request an IEP review and will request and gather the needed information prior to making a final decision regarding promotion or retention. Final decisions in these circumstances will be made by the student's IEP team. Retention of students with a disability will be based on a review of classroom performance; to include the provision of specially designed instruction; work samples; report card; attendance; intervention services; promotion history; school-based, district, and (when available) state assessments; and documented lack of progress toward the students' IEP goals and objectives. In addition, the IEP Team may consider a student's progress toward developmental milestones as a factor and give consideration for developing a comprehensive program, allocating resources, assessment and remediation to insure access to, involvement, and progress within the general education curriculum., extended school year services (as determined by the IEP Team) may be provided for any student as demonstrated by supporting documentation to include the objectives on the IEP or a summary of skills F.S. 1008.25.

Retention in Grade 3 Based Upon Reading Deficiency and Good Cause Exemptions

The school district may exempt students with disabilities in grade 3 who have not achieved promotion criteria from mandatory retention only for good cause. These good cause exemptions are specified in F.S. 1008.25(6) (b), and refer to students with disabilities being limited to the following:

1. Students with disabilities, whose IEP indicates that participation in the statewide assessment program is not appropriate, consistent with the requirements of State Board of Education rule.
2. Students with disabilities who participate in the statewide, standardized the English Language Arts assessment and who have an IEP or a Section 504 Accommodation Plan that reflects that the student has received intensive remediation in reading and English Language Arts for more than two years but still demonstrate a deficiency in reading and was previously retained in kindergarten or grades 1, 2, or 3.

Extended School Year

Under 6A-6.03028 F.A.C., extended school year services (ESY) may be provided for any student with a disability, if it is determined by the student's Individual Education Plan (IEP) team, for each individual student, that ESY services are necessary to ensure the provision of a Free Appropriate Public Education (FAPE). The type, amount, or duration of services provided through ESY are determined through a data-based decision-making process by the individual student's IEP team. The following criteria are considered by the IEP team during the educational decision-making process:

- a. Regression/recoupment: Was the student determined eligible for ESY services because of significant regression and an inability to recover the skills previously mastered?
- b. Critical point in instruction/emerging skills: Is the student at a crucial stage in development for a critical life skill and the lapse in services would substantially jeopardize the student's chances of learning that skill?
- c. Interfering behavior: Is the student exhibiting interfering behavior (e.g., ritualistic, aggressive, self-injurious)?
- d. Transition: Is the student preschool age (3 to 5 years old) or between the ages of 14 and 21 (or younger if the IEP team has indicated that transition is appropriate)?
- e. Nature or severity: Is the student's disability(ies) of a nature or severity that would make it unlikely that he/she would benefit from his/her education without the provision of extended school year services? This may include the student's rate of progress.
- f. Special circumstances: Are there extenuating circumstances pertinent to the student's current situation that indicates the likelihood that Free Appropriate Public Education (FAPE) would not be provided without ESY services?

Graduation Options for Students with Disabilities (High School)

Due to changes in state statute, the options of special diploma or special certificate of completion will continue to be available only to students with disabilities who entered the 9th grade prior to the 2014-2015 academic year. For students with disabilities who enter 9th grade during the 2014-2015 and thereafter, the transition planning process shall involve the parents' declaration of intent for his/her student to graduate from high school with either a standard high school diploma or a certificate of completion. A student with a disability who does not satisfy the standard high school diploma requirement will be awarded a certificate of completion.

Standard Diploma

A standard high school diploma will be awarded to students who meet the designated credit requirements for their 9th grade cohort and demonstrate mastery of the State Standards that apply, have the state required grade point average, and meet the state standardized assessment requirements (or meet waiver requirements for state standardized assessment results)

1. A student with a disability who passes a standard diploma course(s) can apply that course(s) to fulfill the requirements for other diploma options.
2. Students with disabilities may be enrolled in alternate courses that address their specific needs, which will be counted as electives.

Waivers of State Standardized Assessment Requirements

A student with a disability for whom the individual education plan (IEP) team determines that the statewide, standardized assessments cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, may receive a waiver of assessment results for receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript. The statement of waiver shall be limited to a statement that performance on an assessment was waived for the purpose of receiving a course grade or a standard high school diploma, as applicable. F.S. 1008.22.

Any waiver of the statewide, standardized assessment requirements by the student's IEP team, must be approved by the parent and is subject to verification for appropriateness F.S. 1003.4282.

Enhanced New Needed Opportunity for Better Life and Education for Students with Disabilities (Ennobles Act)

The School District of Indian River County will provide instruction to prepare students with disabilities to demonstrate proficiency in the skills and competencies necessary for successful grade-to-grade progression and high school graduation.

The ENNOBLES Act provides for the waiver of the Florida Standards Assessment FSA requirement for graduation with a standard diploma for certain students with disabilities who have met all other requirements for graduation with a standard diploma, except a passing score on the FSA. In order for the FSA graduation requirement to be waived, the IEP team must meet during the student’s senior year to determine whether the FSA can accurately measure the student’s abilities, taking into consideration allowable accommodations if the student:

1. Completes the minimum number and distribution of credits and has attained the minimum cumulative grade point average required for the standard diploma.
2. Does not meet the FSA testing requirements after at least two opportunities at periods in the high school progression as defined by the state

“Senior year” refers to the first time that a student has enough credits to be classified as a senior, and for students with disabilities who have elected to remain enrolled in order to seek a standard diploma.

End of Course (EOC)

A student with a disability for whom the IEP team determines that an end of course assessment cannot accurately measure a student’s abilities, taking into consideration all allowable accommodations, shall have the end of course assessment results waived for the purpose of determining the student’s course grade and credits F.S. 1008.22(8).

Special Diploma Options

For students with disabilities who have entered 9th grade prior to the 2014-2015 academic year, there continues to be the option to work towards a special diploma F.S. 1003.438.

The Florida Department of Education has created Florida Standards Access Points, as a way for students with significant cognitive disabilities to access the general education curriculum. These Access Points are designed to reflect increasing levels of complexity and depth of knowledge aligned with grade-level expectations. The Access Points for the Florida Standards are assessed using the Florida Standards Alternate Assessment.

A diploma other than a standard diploma may be issued to students in the following programs:

Intellectual Disability	Other Health Impairment
Orthopedic Impairment	Dual-Sensory Impairment
Deaf or Hard-of-Hearing	Language Impairment
Traumatic Brain Injury	Visual Impairment
Emotional/Behavioral Disability	Autism Spectrum Disorder

1. Documentation to determine mastery of Access Points for each course will be the responsibility of the teacher(s) and may be included in the student’s permanent records (checklists, etc.). The teacher certifying mastery must date and sign the standard when mastery is achieved.

Minimum Subject Area Requirements for other than Standard Diploma

Special Diploma Option 1

Special Diploma Option 1 may be awarded upon mastery of Florida Standards Access Points and completion of 19-24 credits including:

SUBJECT AREAS Exceptional Education Courses

English	3 credits	2 credits of reading may be substituted
Mathematics	2 credits	
Science	1 credit	
Life Management and Transition (ESE)	1 credit	
Career Readiness OR Life Management	2 + credits	
Post-school Adult Living	2 credits	1 credit of Social Studies may be substituted
Employability Skills	1 credit	
Additional Career Readiness OR Elective Courses	7 + credits	

General education courses may be substituted for exceptional education courses. Exceptions to requirements can only be made with approval from the Executive Director of Exceptional Student Education.

Special Diploma Option 2

The Special Diploma Option 2 is an individually designed diploma option that may meet the needs of young adults with disabilities in accordance with their IEP. It may be awarded when the following requirements are met:

- Successful employment in the community for a minimum of one semester, at or above minimum wage.
- Achievement of annual goals and short-term objectives related to employment and community competencies specified on their Employment and Community Competencies Plan.

A student in 9th grade may begin the course of study that may lead to graduation under Option 2. A letter of explanation regarding diploma options will be sent to parents prior to the IEP meeting where

Option 2 will be considered. Parent participation in the decision for a student to begin this course of study will be solicited through standard IEP procedures for parent involvement. Mastery of community and employment competencies listed on the Plan will be certified by a team of teacher/educators. This certification will require the date of certification and the signature of the persons certifying the competencies.

A student may transfer from Special Diploma Option 1 to Option 2 if the Transition IEP team determines a need for competency based educational placement. An assessment of competencies gained in previous credit based classes will be documented on the Plan. The School Board's requirements for demonstration of mastery of specified employment and community competencies ensure:

1. The student has achieved all the annual goals and short-term objectives, which were specified on the IEP, related to the employment and community competencies.
2. The student is employed in a community-based job, for the number of hours per week specified in the training plan, for the equivalent of one (1) semester, and paid a minimum wage in compliance with the requirements of the Fair Labor Standards Act.
3. The student has mastered the employment and community competencies specified in the training plan. The training plan is developed and signed by the student, parent, teacher, and employer prior to placement in employment and identifies the following:
 - a. The expected employment and community competencies.
 - b. The criteria for determining and certifying mastery of the competencies.
 - c. The work scheduled and minimum number of hours to be worked per week.
 - d. A description of the supervision to be provided by school district staff.

Student mastery of performance standards may be documented through tracking sheet checklists, grades, or samples of student work. Written documentation of student mastery must minimally include the date each standard was mastered, and the sign off by the teacher who verified mastery. Written documentation shall be maintained until the student has graduated.

A student may transfer from Special Diploma Option 2 to Special Diploma Option 1 or a Standard Diploma with the understanding that 19-24 credits are required for Special Diploma Option 1 and 24 credits are required for Standard Diploma graduation. (See Special Diploma to Standard Diploma transfer requirements.) A student may graduate prior to his/her peers with the permission of the principal. For more specific information, see Special Diploma Option 2 section of School District of Indian River County Exceptional Student Education Admissions and Placement manual.

Special Certificate of Completion

A student who has been identified as a student with an intellectual disability; an autism spectrum disorder; a language impairment; an orthopedic impairment; and other health impairment; a traumatic brain injury; an emotional/behavioral disability; a specific learning disability, including, but not limited to, dyslexia, dyscalculia, or developmental aphasia; or students who are deaf or hard-of-hearing, or dual-sensory impaired may be issued a Special Certificate of Completion when the student has met all special requirements of the district school board, but is unable to meet the appropriate special state minimum requirements F.S. 1003.438. Special requirements of the district school board include that the student has demonstrated to the satisfaction of a review committee consisting of Parent, Principal, and

ESE Administrator that the basic life skills have been mastered and are being applied.

Post-Secondary Transition

A student with a disability may continue to work towards mastery of their IEP goals and requirements for graduation with a standard diploma, or special diploma, consistent with the diploma options available to them as related to the academic year in which they entered 9th grade, through the end of the school year in which they turn 22 if they have an IEP that prescribes special education, transition planning, transition services, or related services through 21 years of age F.S. 1003.4282.

Beginning with students entering grade 9 in the 2014-2015 school year, a student with a disability who meets the standard high school diploma requirements in this section may defer the receipt of a standard high school diploma if the student F.S. 1003.4282:

1. Has an individual education plan that prescribes special education, transition planning, transition services, or related services through age 21; and
2. Is enrolled in accelerated college credit instruction, industry certification courses that lead to college credit, a collegiate high school program, courses necessary to satisfy the Scholar designation requirements, or a structured work-study, internship, or pre- apprenticeship program.

*Option available to students who enrolled in the 9th grade prior to the 2014-2015 academic year.

English for Speakers of Other Languages (ESOL) Grades K-12

ESOL Program Overview

The primary goal of the ESOL program is to develop, as effectively and efficiently as possible, each student's English language proficiency and academic potential. The ESOL program should also provide positive reinforcement of the self-image and esteem of participating students, promote cross-cultural understanding, and provide equal educational opportunities. The ESOL program functions in accordance with the district's general education program, the META Consent Decree, federal guidelines, state statutes, and the state-approved district English Language Learner (ELL) plan. Basic ESOL programming shall include instruction to develop sufficient skills in speaking, listening, reading, and writing that increase the student's level of English language proficiency.

Eligibility for ESOL Services

Upon a student's enrollment, if any of the three Home Language Survey (HLS) questions are answered with a "yes" response on the district student enrollment form, the student will be evaluated to determine eligibility for the ESOL program. Initial Listening, Speaking, Reading and Writing assessment is completed using the LAS (Language Assessment Scale)/ LAS Links assessment as soon as possible after initial enrollment and shall be completed within a four-week (20 school days) period. Students in grades K-2 will be tested with the Listening/Speaking (oral) sections only. Grades 3-12 will complete the entire Listening/Speaking/Reading/Writing assessment within the same four-week (20 school days) period. The test is administered by designated school district personnel at the student's school of enrollment. Formal requests to secure school records/transcripts from prior districts, states, or countries will be made, and when received, this information will be utilized to assist in determining eligibility for the ESOL program.

Provision to Notify Parent/Guardian in Home Language When Testing is Delayed

A district letter shall be sent to the parent/guardian in the child's home language, when feasible, advising that their child's English language assessment has not been completed within the required time period (20 school days).

English Language Learner (ELL) Committee

The ELL committee advocates for the best educational programming of ELL students. Data including but not limited to levels of English language proficiency, reading levels, grades, and progress monitoring information are reviewed. An established ELL committee is required at every school for continued articulation of the state-approved district ELL plan. Participants may include, but are not limited to: parents/guardians, school administrators, teachers, guidance counselors, ESOL resource teachers, advocates, resource specialists, bilingual interpreters, or other pertinent school staff.

In accordance with 6A-6.0902 FAC, the ELL Committee makes recommendations regarding the placement and progress of ELL students. Decisions shall not be based solely on the score of any single assessment instrument nor the student’s English language proficiency level. The ELL committee takes into consideration the following factors:

- Prior educational and social experience and parent/student interview;
- Written recommendation and observation by current and/or previous instructional and support staff;
- Skill level in English;
- Grades from current or previous years;
- Test results

ESOL Program Eligibility Criteria

LAS Links Assessment Levels

GRADES	SUBTEST	ELIGIBLE	INELIGIBLE
K-2	Listening/Speaking	LAS or LAS Links Levels 1, 2 ,3	LAS or LAS Links Levels 4 or 5
3-12	Listening/Speaking Reading/Writing	LAS Links Levels 1, 2 ,3	LAS Links Levels 4 or 5

ELL Committee Determination

GRADES	ELIGIBLE/ INELIGIBLE
K-12	ELL Committee recommendation

Programmatic Assessment

Existing school records and educational history of the student are reviewed. Age is an important factor in determining appropriate grade level placement. Interviews with the parent and student are also conducted to help determine the most appropriate grade level and course placement. The following shall be considered to determine appropriate grade level placement:

- Age
- Academic records/report card
- Transcripts
- Parent/student interview (with bilingual assistance when necessary and feasible)
- Other evidence of educational experience

Equal Access to Appropriate Programming for English Language Learners (6A-6.0904 FAC)

English Language Learners shall have equal access to all appropriate programs. This shall include but is not limited to instruction in basic subject areas that is understandable to English Language Learners and equal and comparable in amount, scope, sequence, and quality to that provided to English proficient students.

English Language Learners with special needs and/or in need of additional services shall be provided equal and comparable services to those provided to English proficient students in a timely basis and appropriate to the student's level of English proficiency.

Statewide Assessment of English Language Learners

According to 6A-1.09432 FAC, all ELL students must participate in the statewide assessment program. Florida's Every Student Succeeds Act (ESSA) state plan, approved September 26, 2018, indicates that all ELLs will be tested on the FSA ELA in each year they are enrolled in the tested grade levels. Districts will no longer have flexibility to exempt first-year ELLs from ELA testing.

In accordance with 6A-6.09021 FAC, all English Language Learners (ELL) K-12 classified as ELLs on the first day of test administration will be assessed annually using a statewide language proficiency assessment. The statewide annual English Language Proficiency Assessment measures the areas of language acquisition: listening, speaking, reading, and writing. The statewide English Language Proficiency Assessment, Assessing Comprehension and Communication to English State-to-State for English Language Learners (Kindergarten ACCESS for ELLs, ACCESS for ELLs Paper) assessment is administered by designated school-based personnel. In addition to Kindergarten ACCESS for ELLs and ACCESS for ELLs Paper, the Alternate ACCESS for ELLs assessment will be available for eligible ELLs with significant cognitive disabilities. Kindergarten Access for ELLs, ACCESS for ELLs Paper and Alternate ACCESS for ELLs are administered as paper-based tests. All ELLs must participate in the annual statewide English Language Proficiency test as there is no categorical exemption from participation.

Accommodations for ELL Students in the Administration of Statewide Assessments

Teachers will utilize and document the ESOL instructional strategies and accommodations that are being used with ELL student(s). In addition, they must ensure that ELL students are learning and progressing towards grade level academic standards.

- Test accommodations are provided as indicated in the state test administration manuals and will be based upon what the students are receiving and utilizing in the classroom settings throughout the school year.
- Test accommodations may include any one or combination of the following: flexible setting, flexible scheduling including additional time, limited assistance in heritage language, and the use of an approved translation dictionary and/or glossary (6A-6.09091 FAC).

Extension of Services

Per 6A-6.09022 FAC three years after the date of an ELL's initial enrollment in a school in the United

States, an ELL committee shall be convened annually to re-evaluate the student's progress towards English language proficiency. The ELL committee shall be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States and no later than the anniversary date, except if the student's anniversary date falls within the first two weeks of any school year. The ELL Committee may convene no later than October 1st. This process shall be completed annually thereafter.

Any student being considered for extension of services shall be assessed on at least one instrument that measures all four domains of listening, speaking, reading and writing. The Date Entered US School (DEUSS) will be used to monitor Extension of Services for students who have entered a Florida school in the 2012-2013 school year or after. The ELL Committee shall convene to determine appropriate programming. If the student's anniversary date falls between the release of the annual statewide English Language Proficiency Assessment and applicable Florida Standards Assessment (FSA) scores in a given school year and October 1st of the following school year, the student's English Language Proficiency Assessment results and applicable Florida Standards Assessment (FSA) scores will suffice, and a more recent assessment is not required. The ELL committee shall review the student's academic record holistically and consider the assessment results along with two of five criteria listed below to determine if the student is English language proficient.

- Prior educational and social experience and parent/student interview;
- Written recommendation and observation by current and/ or previous instructional and/or support staff;
- Skill level in English;
- Grades from current or previous years;
- Other test results

ESOL Program Exit Options (6A-6.0903 FAC)

ESOL support may last as long as the student has difficulty meeting the state's academic standards for exit. Students exit from the ESOL program and are classified as English proficient when the exit criteria indicated below are met.

The ELL Committee may consider the following criteria when the annual statewide English Language Proficiency Assessment and/or Florida Standards Assessment (FSA) test scores that do not meet state exit criteria. The ELL committee must document 2 of the 5 criteria:

- extent and nature of prior educational and social experiences and student interview;
- written recommendation and observation by current and previous instructional and supportive services staff;
- level of mastery of basic competencies or skills in English per appropriate local, state and national criterion-referenced standards;
- grades from the current or previous year; and
- test results other than those used in initial language proficiency assessment

GRADES	EXIT OPTION	BASIS OF EXIT	Statewide English Language Proficiency Assessment PROFICIENCY CRITERIA
K-2	Exit by Test Scores	Proficient on Statewide English Language Proficiency Assessment: Kindergarten ACCESS for ELLs and ACCESS for ELLs Paper. Alternate ACCESS for ELLs Grade 1-2	Kindergarten ACCESS for ELLs and ACCESS for ELLs Paper: Overall minimum proficiency level of 4.0 and minimum proficiency of 4.0 in Reading Alternate ACCESS for ELLs: overall minimum proficiency score of P1
3-9	Exit by Test Scores	Proficient on Statewide English Language Proficiency Assessment (ACCESS for ELLs Paper /Alternate ACCESS for ELLs) AND Proficient on Florida Standards Assessment - English Language Assessment	ACCESS for ELLs Paper: Overall minimum proficiency level of 4.0 and minimum proficiency of 4.0 in Reading Alternate ACCESS for ELLs: overall minimum proficiency score of P1
10-12	Exit by Test Scores	Proficient on Statewide English Language Proficiency Assessment (ACCESS for ELLs Paper /Alternate ACCESS for ELLs) AND Proficient on Florida Standards Assessment English Language Assessment that satisfies graduation requirements, or an equivalent concordant score pursuant to 1008.22, F.S.	ACCESS for ELLs Paper: Overall minimum proficiency level of 4.0 and minimum proficiency of 4.0 in Reading Alternate ACCESS for ELLs: overall minimum proficiency score of P1
K-12	ELL Committee	ELL Committee Recommendation	Note: ELL Committee may be convened at any time throughout the year

An exit letter, in the home language when feasible, will be sent to the parents. Former ELL students will be monitored for two years after exit from the ESOL program. The two-year monitoring phase reviews student progress after the first report card, at the end of the 1st semester, at the end of the first year, and then again at the end of the second year.

Report Cards

Report cards for ELL students shall reflect grades based on appropriate classroom accommodations and ELL strategies that support the student’s level of English language proficiency while addressing the grade level State Standards. If an ELL student needs additional support to make instruction comprehensible, an ELL committee meeting shall be convened to determine the needs of the student.

Retention

An ELL Committee meeting must be convened to determine whether a student should be retained. The ELL Committee, including an administrator and an ESOL program designee functioning in accordance with ESOL state rules and the META Consent Decree, together shall make the decisions regarding proper

grade placement. Parents are invited to attend all ELL Committee meetings. Parents of ELL students must be notified in the native language, when feasible F.S. 1008.25.

During the ELL Committee meeting, evidence of the strategies and accommodations made to the curriculum, materials, and assessments throughout the year to ensure comprehensible instruction shall be reviewed. No promotion or retention decision may be made for any ELL student based solely on any single assessment, where such assessment instrument is part of the statewide assessment program or of a district's formal assessment process. A formal retention recommendation regarding an ELL student may be made through the action of an ELL committee meeting 6A-1.09432 FAC. It is best practice for the ELL Committee to consider exempting an ELL student from retention who has been in a US school for 2 years or less based upon his or her Date Entered US School (DEUSS). An ELL student should not be retained solely based upon the lack of language proficiency in English.

Virtual Instruction

VIRTUAL INSTRUCTION

F.S. 1002.455 Student eligibility for K-12 virtual instruction. —All students, including home education and private school students, are eligible to participate in any of the following virtual instruction options:

1. School district operated part-time or full-time kindergarten through grade 12 virtual instruction programs under s. 1002.45(1)(b).
2. Full-time virtual charter school instruction authorized under s. 1002.33 to students within the school district or to students in other school districts throughout the state pursuant to s. 1002.31.
3. Virtual courses offered in the course code directory to students within the school district or to students in other school districts throughout the state pursuant to s. 1003.498.
4. Florida Virtual School instructional services authorized under s. 1002.37.

Virtual instruction is defined as instruction provided in an interactive learning environment created through technology in which the student and teacher are separated by time, space or both. The virtual instruction options include;

1. School district operated part-time or full-time Kindergarten through grade 12 virtual instruction programs under F.S. 1002.45 for students enrolled in the school district.
2. Full-time virtual charter school instruction.
3. Courses delivered in the traditional school setting by personnel providing direct instruction through a virtual environment or through a blended virtual and physical environment pursuant to F.S. 1003.498.

Students residing within Indian River County have opportunities to participate in virtual education programs, they include, Indian River Virtual School, K12 Virtual School (Fuel Education), Connections Learning and Edgenuity full and part time F.S. 1011.61(1) (c) 1.b. (III) and (IV).

Indian River Virtual School

The School District of Indian River County has established the Indian River Virtual School (IRVS) to provide students with a high quality virtual program. All district policies and procedures applying to student progression and academic achievement apply to students enrolled in Indian River Virtual School.

The IRVS offers of a full-time program for students in grades K-12. Initiating enrollment in Indian River Virtual School is through www.indianriverschools.org/indian-river-virtual

Grade Placement Procedures

Students enrolling in the IRVS shall be administratively placed in the appropriate grade level. This placement will be based on the most recent school records on file with the District, or another approved education provider the curriculum provider and District administration will determine final grade placement.

Criteria to be considered may include age, school readiness, ability to work independently, standardized achievement test results, state assessments, previous performance in public and private schools, progress towards graduation standards, and (when applicable) compliance with home education program requirements. In no instance, shall placement in a grade be based solely on the recommendation of the parent/guardian or a non-approved curriculum provider.

The provisional placement decision is subject to screening and review of the student's work and performance. After appropriate screening, the student shall be allowed to remain in the assigned grade or placed in the most appropriate grade.

Attendance

The School Board attendance policy will apply to the IRVS. The K-12 IRVS full-time program follows the same school calendar as all other Indian River County public schools. Attendance in the program is expected to be for the entire school year.

Extracurricular and Enrichment Activities

Virtual school is a school of choice and therefore certain programs and activities offered at traditional schools may not be available to virtual students. The District has made every attempt possible to create equity between traditional and virtual instructional programs, however, there are activities and events that are impossible to replicate in an individual, online instructional environment.

Students in grades 6-12 may participate in interscholastic extracurricular activities providing they adhere to the requirements, as specified in F.S. 1006.15. Students who want to participate in an interscholastic extracurricular activity must meet the same residency requirements as other students in the school where they participate. The residency requirement is based on the District student assignment plan. Therefore, all Indian River Virtual School (IRVS) students who want to participate in an interscholastic extracurricular activity must go through School Assignment and be assigned a school. IRVS students participating in interscholastic extracurricular activities must meet the requirements of participation as set forth by the Florida High School Athletic Association Policy 26 Section C. All Florida High School Athletic Association requirements must be met, as specified in F.S. 1006.15.

Retention/Credit Retrieval

Elementary School

Elementary students (K-5) who do not successfully complete grade level requirements will not be permitted to continue in the virtual program for the following year. Instead, students who did not complete the grade level must enroll the following year in a traditional school location to repeat the grade.

Middle School

Middle School students (6-8) who do not successfully pass a course must retake that course before being promoted to high school.

High School

High School students (9-12) must successfully complete the graduation requirements, as specified in F.S. 1003.4, F.S. or 1003.429.

Promotion/Graduation

The IRVS is a public school in Indian River County and therefore students will be held to all promotion and graduation requirements of Indian River County and the State of Florida. IRVS students will receive an Indian River County School District diploma. The Indian River Virtual School diploma will be mailed to the student upon completion of the 9-12 IRVS.

Florida Virtual School

Student may take courses through the Florida Virtual School that is an accredited school funded by the Department of Education. The Florida School Code establishes Florida.

Virtual School (FLVS) as an educational choice and an acceleration option for parents and students. Students enrolled in district elementary schools, middle schools and high schools may choose to enroll in courses available through Florida Virtual School. Students and will receive credit for successful completion of such courses. Because of the unique nature of this program, approval of the principal or guidance counselor is required to ensure that the courses meet the student's expectations, academic needs and/or graduation requirements.

Students may take courses from the Virtual School on campus before or after school hours in addition to the regular school day or through summer school enrollment. A student may not enroll in the same course concurrently at two different public schools, such as their district school and Florida Virtual School. Initiating enrollment in virtual coursework is through www.FLVS.net. F.S. 1002.37 (1) (b) 1, 2 and 1002.37(2)(g).

Part-Time Program

Some of the students who may benefit from enrolling for courses at FLVS are:

1. Students who might need to make up credits in order to graduate on schedule
2. Students who want to enrich their academic program.
3. Students who want to take a course(s) not offered at their school.
4. Students who need a more flexible schedule.

Virtual/On-Line Course Requirement

Beginning with students entering grade 9 in the 2011-2012 school year, at least one course within the 24 credits required in this subsection must be completed through online learning. However, an online course taken during grades 6 through 8 fulfills this requirement. This requirement shall be met through an online course offered by the Florida Virtual School, an online course offered by the high school, or an online dual enrollment course (Beginning August 1, 2014 an Online Driver's Education course does satisfy the Virtual Online course requirements beginning with the 2014-15 9th grade cohort). A student who is enrolled in a full-time or part-time virtual instruction program meets this requirement. A school district may not require a student to take the online course outside the school day or in addition to a student's courses for a given semester F.S. 1003.428.

This requirement does not apply to a student who has an individual education plan under F.S. 1003.57, which indicates that an online course would be inappropriate or a student who is enrolled in a Florida high school and has less than 1 academic year remaining in high school.

Florida Standards Assessments (FSA) and Other Mandatory Assessments

Students enrolled in Indian River Virtual School, Florida Virtual School,, K12, Pasco County or Brevard County are public school students and are therefore required to participate in all District and State mandated testing, including but not limited to the FSA and End-of-Course Assessments. District and State mandated tests will be administered at the student's zoned school.

Glossary of Terms

Academic Recovery/Acceleration – Remediation and homework help provided by district personnel or virtually, inside or outside of the traditional school day.

Academically Challenging Curriculum to Enhance Learning (ACCEL) - Acceleration choices developed to address the need to provide academically challenging curriculum opportunities for students in kindergarten through twelfth grade. The acceleration choices are grouped into two categories, Content Enrichment and Grade Advancement.

Accelerated Learning Centers – Credit Recovery (ALS) – Credit recovery services are provided for students during the school day, before and after school and during the summer.

Kindergarten ACCESS for ELLs, ACCESS for ELLs Paper and Alternate ACCESS for ELLs (Assessing Comprehension and Communication in English State-to-State for English Language Learners) the statewide annual English Language Proficiency Assessments that measure the areas of language acquisition: listening, speaking, reading, and writing. The Alternate ACCESS for ELLs assessment is available for eligible ELLs with significant cognitive disabilities.

Access Points for Students with Significant Cognitive Disabilities – The Florida Standards Access Points are expectations written for students with significant cognitive disabilities to access the general education curriculum and reflect increasing levels of complexity and depth of knowledge aligned with grade-level expectations.

Accommodations – Changes to the way a student is taught or how a student is tested. Accreditation – Indian River County Public High Schools are accredited based on the standards set by the Southern Association of Colleges and Schools (SACS).

Alternate Assessment – The Florida Standards Alternate Assessment is an alternate achievement, performance-based test that is aligned with the Florida Standards Access Points for students with significant cognitive disabilities who, as determined by the IEP team, meet the two exemption criteria defined by state legislation (determined by responses of “yes” on each of four questions on the Florida Alternate Assessment Participation Checklist) for whom participation in state- and district-wide assessments is deemed to be inappropriate.

Alternative Assessment – An assessment, other than the - FSA, that is given to third grade students to show proficiency in the tested benchmark areas (examples: SAT 9/10, portfolio, etc.).

ALS: Accelerated Learning System (A+ Learning System software) – Provide dropout prevention recovery for at-risk students who are in danger of dropping out of school, or who need additional course/credits. The A+ Learning System software program consists of an Internet- deliverable instructional management system supported by standards-based assessment tools and core curriculum for grades 6-12. Students earn credits through successful completion of rigorous course matrices which meet all district and state standards (Grades 6-12).

Florida’s Career and Professional Education (CAPE) Act provides rigorous and relevant career-themed courses that articulate to post-secondary level coursework and lead to industry certification.

Credit Acceleration Program (CAP) - A student who is not enrolled in or has not completed the related course can take the standardized EOC during the regular administrations of the assessments, a passing score equates to earning credit in the class.

ELL (English Language Learners) – ELL and Limited English Proficient (LEP) are frequently used interchangeably to describe a student whose first language is not English while ESOL refers to the program itself.

EP (Educational Plan) – A legal written plan required by the Florida Department of Education for students in the gifted program.

ePEP (Online Personal Education Planner) – Students who enter Grade 6 for the first time in 2006-2007 and beyond are required to complete an ePEP as part of a career program in Grade 8 and update yearly in grades 9-11 as part of the course registration process in high school.

ESE (Exceptional Student Education) – This is the name given in Florida to educational programs and services for students with special learning needs (including those who have disabilities and those who are gifted). It is sometimes called special education.

End of Course Assessments (EOC) - EOC assessments are rigorous, statewide, standardized assessments developed and approved by the Florida Department of Education. EOC assessments for a subject are administered in addition to the comprehensive assessments. The content knowledge and skills assessed by EOC assessments are aligned to the core curricular content established in the Next Generation Sunshine State Standards.

ESOL (English for Speakers of Other Language) – This is a program for students whose first language is not English. Special teaching materials, techniques, strategies, and testing accommodations are used to assist these students in achieving English proficiency.

Extended School Year Services (ESY) – Individualized instructional services beyond the regular 180-day school year for eligible students with disabilities receiving Exceptional Student Education services.

Florida Standards – The Florida Standards are designed to be robust and relevant to the real world, reflecting the knowledge and skills that our young people need for success in college and careers. With American students, fully prepared for the future, our communities will be best positioned to compete successfully in the global economy.

Formative Assessments – Classroom-based assessments that are utilized to assess mastery of concepts and skills taught in the specific course which informs teachers of instructional adjustments to help students master standards.

GED Option – Provides intense instructional preparation for students to facilitate successful completion of GED testing leading to the awarding of a GED.

Good Cause Exemption – One of six possible reasons defined in Florida Statutes for a third-grade student who has not scored Level 2 on FCAT 2.0 Reading to be promoted to fourth grade.

Health Opportunities through Physical Education (H.O.P.E.) – This one credit physical education course

includes integration of health and is required for graduation for those students who elected a standard diploma and who entered the 9th grade for the first time in 2007-2008 and beyond. It replaces for those students the ½ credit personal fitness, ½ credit elective PE, and ½ credit Health/Life Management. The purpose of this course is to develop and enhance healthy behaviors that influence lifestyle choices and student health and fitness.

IEP (Individual Education Plan) - A written, legal plan required by the Individuals with Disabilities Act that is developed, reviewed, and revised in a meeting with an IEP team, not less than annually, for a student with a disability.

Intensive Mathematics – Improve math skills of students who have scored a Level 1 on FCAT Mathematics.

Intensive Reading – Intensive reading instruction or reading intervention for students who scored a Level 1 or Level 2 disfluent on FCAT Reading in grades 6 – 12. This is in addition to the regular English class.

Kindergarten Screening – A statewide screening to assess the readiness of students based on state performance standards. The kindergarten screening is required within the first 30 days of the student’s enrollment.

Language Assessment Scale (LAS) - This test is administered to assess the English language proficiency skills of a student for whom English is a second language. Students in grades K-2 will be tested with the Listening/Speaking (oral) sections only. Students in grades 3-12 will complete the entire Listening/Speaking/Reading/Writing assessment.

Mid-Year Promotion - Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level.

Modifications – Changes to what a student is expected to learn. If a course is modified, there is a reduction to the amount of material a student must master to pass the course. Modifications to core academic grade level standards are reflected as Special Standards.

Performance-Based Diploma (GED Exit Option) – An academic and career oriented program designed to assist students in obtaining a district high school diploma. The program is for students 16 years or older, who perform below grade level, have academic deficiencies, a history of absenteeism, and a desire to complete requirements to obtain a high school diploma. The program addresses the student’s need to develop and improve academic performance and work ethic (e.g., student 16 years or older who are at risk of not graduating).

Portfolio – The student portfolio contains a systematic collection of evidence used by a teacher or home school parent to monitor the student’s academic growth over a period of time.

Progress Monitoring Plan (PMP) – A school-wide or individualized student plan to target instruction and to identify methods to assist the student or school in meeting state and district expectations for proficiency. Students with an IEP, or ELL Plan which addresses deficits in reading, writing, science, and/or mathematics meet the requirements of a progress monitoring plan for a documented deficit.

APPENDIX

APPENDIX A - 6th and 7th Grade Non-EOC Courses

Weighting of Quarter and Semester Exam		
1st Quarter	2nd Quarter	Semester
42.5%	42.5%	15%

Nine Week Grades	Semester Exam Grade					SEMESTER GRADE
	A	B	C	D	F	
A+ & A+	A	A	A	A	A	
A+ & A	A	A	A	A	A	
A+ & B+	A	A	B	B	B	
A+ & B	A	A	B	B	B	
A+ & C+	B	B	B	B	B	
A+ & C	B	B	B	B	B	
A+ & D+	B	B	B	C	C	
A+ & D	B	B	B	C	C	
A+ & F	C	C	C	C	C	
A & A	A	A	A	A	B	
A & B+	A	A	B	B	B	
A & B	A	B	B	B	B	
A & C+	B	B	B	B	B	
A & C	B	B	B	B	B	
A & D+	B	B	B	C	C	
A & D	B	B	C	C	C	
A & F	C	C	C	C	C	
B+ & B+	B	B	B	B	B	
B+ & B	B	B	B	B	B	
B+ & C+	B	B	B	C	C	
B+ & C	B	B	B	C	C	
B+ & D+	B	C	C	C	C	
B+ & D	C	C	C	C	C	
B+ & F	C	C	C	C	D	
B & B	B	B	B	B	B	
B & C+	B	B	B	C	C	
B & C	B	B	C	C	C	
B & D+	C	C	C	C	C	
B & D	C	C	C	C	C	
B & F	C	C	C	D	D	
C+ & C+	B	C	C	C	C	
C+ & C	C	C	C	C	C	
C+ & D+	C	C	C	C	D	
C+ & D	C	C	C	C	D	
C+ & F	C	D	D	D	D	
C & C	C	C	C	C	C	
C & D+	C	C	C	C	D	
C & D	C	C	C	D	D	
C & F	D	D	D	D	D	
D+ & D+	C	C	D	D	D	
D+ & D	C	D	D	D	D	
D+ & F	D	D	D	D	D	
D & D	D	D	D	D	D	
D & F	D	D	D	D	F	
F & F	D	F	F	F	F	

Numeric Scale for Quarter	
100-98	A+
97-90	A
89-88	B+
87-80	B
79-78	C+
77-70	C
69-68	D+
67-60	D
59-0	F

APPENDIX B -- 9th-12th Grade Non-EOC Courses

Nine Week Grades	Semester Exam Grade				
	A	B	C	D	F
A+ & A+	A	A	A	A	B
A+ & A	A	A	A	A	B
A+ & B+	A	A	B	B	B
A+ & B	A	A	B	B	B
A+ & C+	B	B	B	B	B
A+ & C	B	B	B	B	B
A+ & D+	B	B	B	C	C
A+ & D	B	B	B	C	C
A+ & F	B	C	C	C	C
A & A	A	A	A	B	B
A & B+	A	A	B	B	B
A & B	A	B	B	B	B
A & C+	B	B	B	B	B
A & C	B	B	B	B	C
A & D+	B	B	B	C	C
A & D	B	B	C	C	C
A & F	C	C	C	C	C
B+ & B+	B	B	B	B	B
B+ & B	B	B	B	B	B
B+ & C+	B	B	B	C	C
B+ & C	B	B	B	C	C
B+ & D+	B	C	C	C	C
B+ & D	B	C	C	C	C
B+ & F	C	C	C	C	D
B & B	B	B	B	B	C
B & C+	B	B	B	C	C
B & C	B	B	C	C	C
B & D+	B	C	C	C	C
B & D	C	C	C	C	C
B & F	C	C	C	D	D
C+ & C+	B	C	C	C	C
C+ & C	B	C	C	C	C
C+ & D+	C	C	C	C	D
C+ & D	C	C	C	C	D
C+ & F	C	C	D	D	D
C & C	C	C	C	C	C
C & D+	C	C	C	C	D
C & D	C	C	C	D	D
C & F	C	D	D	D	D
D+ & D+	C	C	D	D	D
D+ & D	C	C	D	D	D
D+ & F	D	D	D	D	D
D & D	C	D	D	D	D
D & F	D	D	D	D	F
F & F	D	D	F	F	F

SEMESTER GRADE

Weighting of Quarter and Semester Exam		
1st Quarter	2nd Quarter	Semester
40%	40%	20%

Numeric Scale for Quarter	
100-98	A+
97-90	A
89-88	B+
87-80	B
79-78	C+
77-70	C
69-68	D+
67-60	D
59-0	F

APPENDIX C - All EOC Courses

Nine Weeks Grades	EOC Exam Grade				
	A	B	C	D	F
A+ & A+	A	A	A	B	B
A+ & A	A	A	B	B	B
A+ & B+	A	A	B	B	B
A+ & B	A	B	B	B	B
A+ & C+	B	B	B	B	C
A+ & C	B	B	B	C	C
A+ & D+	B	B	B	C	C
A+ & D	B	B	C	C	C
A+ & F	B	C	C	C	D
A & A	A	A	B	B	B
A & B+	A	B	B	B	B
A & B	A	B	B	B	C
A & C+	B	B	B	C	C
A & C	B	B	B	C	C
A & D+	B	B	C	C	C
A & D	B	B	C	C	C
A & F	B	C	C	C	D
B+ & B+	B	B	B	B	C
B+ & B	B	B	B	C	C
B+ & C+	B	B	B	C	C
B+ & C	B	B	C	C	C
B+ & D+	B	C	C	C	C
B+ & D	B	C	C	C	D
B+ & F	C	C	C	D	D
B & B	B	B	B	C	C
B & C+	B	B	C	C	C
B & C	B	B	C	C	C
B & D+	B	C	C	C	D
B & D	B	C	C	C	D
B & F	C	C	C	D	D
C+ & C+	B	C	C	C	C
C+ & C	B	C	C	C	D
C+ & D+	C	C	C	C	D
C+ & D	C	C	C	D	D
C+ & F	C	C	D	D	D
C & C	B	C	C	C	D
C & D+	C	C	C	D	D
C & D	C	C	C	D	D
C & F	C	C	D	D	D
D+ & D+	C	C	D	D	D
D+ & D	C	C	D	D	D
D+ & F	C	D	D	D	F
D & D	C	C	D	D	D
D & F	C	D	D	D	F
F & F	D	D	D	F	F

SEMESTER GRADE

Weighting of Quarter and EOC Exam Grades		
1st Quarter	2nd Quarter	EOC Exam
35%	35%	30%

End Of Course State Assessments
Algebra I
Biology
Civics (7th Grade)
Geometry
U.S. History (11th Grade)

Numeric Scale for Quarter grades	
100-98	A+
97-90	A
89-88	B+
87-80	B
79-78	C+
77-70	C
69-68	D+
67-60	D
59-0	F

Appendix D - The International Baccalaureate Diploma Program

The International Baccalaureate Diploma is rigorous pre-university course of studies, leading to internationally standardized examinations that meet the needs of highly motivated high school students. The program is designed as a comprehensive two-year curriculum that allows its graduates to fulfill requirements of various national education systems.

Diploma candidates are required to select one subject from each of six subject groups. At least three and not more than four are taken at the higher level (HL), the others at standard level (SL). HL courses represent 240 teaching hours; SL courses cover 150 hours. Students explore subjects in depth more broadly over a two-year period. IB diploma candidates demonstrate mastery by passing a battery of comprehensive written, and in some cases, oral examinations in the subject area.

The six subject groups include:

Language A1:	4 credits	student's first language, including the study of selections from world literature.
Language A2, B, ab initio:	2 credits	second modern language
Individual and Societies:	3 credits	history, geography, economics, philosophy, psychology, social anthropology, business and organization, information technology in a global society, history of the Islamic world.
Experiential Sciences:	3 credits	biology chemistry, physics, environmental systems, design technology
Mathematics:	3 credits	mathematics HL, advanced mathematics SL, mathematics studies, mathematical methods
Theory of Knowledge:	1 credit	
Arts and Electives:	8 credits	must include at least one AP or IB course.
Other requirements:		
1) Extended essay that includes original research and a 4000-word essay. Creativity, Action, Service (CAS) requires a minimum of 150 hours outside the world of scholarship to be divided with an equal distribution between the areas.		

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Student Progression Plan Chart of Changes

State	2018-2019
District	2018-2019

PAGE#	SECTION	STAFF
	<u>Reformat the entire document.</u> <u>Aligned language specific to level and with statute.</u> <u>Aligned all general topics to the general information section and with statute.</u>	KB/KP
47	Chart: Concordant Score Updates	CT
54	Apprenticeship: A student who earns credit upon completion of an apprenticeship or pre-apprenticeship program registered with the Florida Department of Education (FLDOE) may use such credit to satisfy the credit requirement for one (1) fine or performing arts, speech and debates, or practical arts, or two (2) electives.	KP
54	Computer Science Opportunity: An identified rigorous Computer Science course with a related industry certification substitutes for up to one science credit (except for Biology 1 or higher level) or mathematics requirement (except Algebra 1 or higher-level).	KP
54	Physical Education: Added second State option back into the policy. .5 Credit Personal Fitness and .5 Credit PE and .5 Credit Health (other eligible courses or eligible course substitutions)	KP

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CONSENT AGENDA 1/29/2019
Personnel Recommendations

1. Instructional Changes
2. Instructional Leaves
Cisneros, Patricia – Vero Beach Elementary, 1/8/19 – 3/22/19
Wagner, Patricia – Citrus Elementary, 1/28/19 – 4/29/19
York, Erin – Sebastian River Middle, 1/7/19 – 5/29/19
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations
Reams, Malissa – Treasure Coast Elementary, resignation 5/29/19
Walker, Scott – VBHS, entering DROP 1/1/19
6. Instructional Employment
Duncanson, Joanne – VBHS, Assistant Track Coach 1/29/19
7. Support Staff Changes
8. Support Staff Leaves
9. Support Staff Promotions
10. Support Staff Transfers
11. Support Staff Separations
Bressett, Mireille – Storm Grove Middle, entering DROP 4/1/19
Wallace, Tiffany – Storm Grove Middle, resignation 1/14/19
12. Support Staff Employment
13. Administrative Changes
14. Administrative Leaves
15. Administrative Promotions
16. Administrative Transfers
17. Administrative Separations
18. Administrative Employment

19. Approval of Placement in Instructional Substitute Pool

20. Approval of Placement in Support Staff Substitute Pool

Alderman, Donna – Finance Substitute 1/14/19

Johnson, Darien – Human Resources, Substitute Teacher Assistant 1/17/19

Rev. 1.22.19

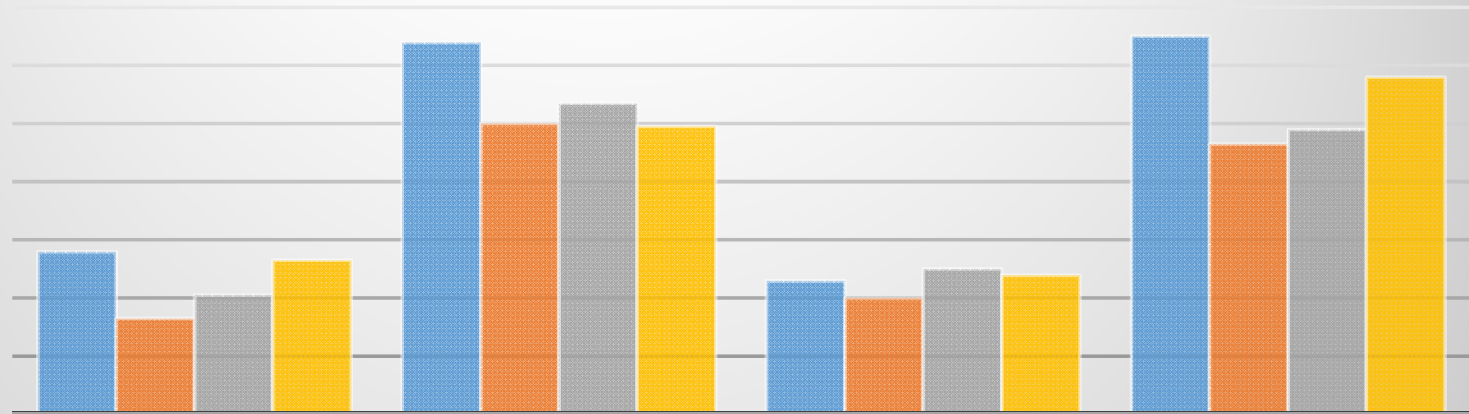
Out-of-Field Summary Report
Report Based on FOCUS Data as of: 01/22/2019

FACILITY	DATA	TOTAL	% OF TEACHERS
ALTERNATIVE CENTER FOR EDU.	Sum of CRSE Teachers Out	1	7.7%
	Sum of ESOL Teachers Out	0	0.0%
BEACHLAND ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	6	15.4%
CITRUS ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	2	2.9%
	Sum of ESOL Teachers Out	10	14.3%
DODGERTOWN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	7	15.2%
FELLSMERE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	10	19.6%
GIFFORD MIDDLE SCHOOL	Sum of CRSE Teachers Out	1	2.0%
	Sum of ESOL Teachers Out	6	11.8%
GLENDALE ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	1	2.1%
	Sum of ESOL Teachers Out	3	6.4%
IMAGINE SCHOOLS AT SOUTH VERO	Sum of CRSE Teachers Out	1	2.0%
	Sum of ESOL Teachers Out	4	7.8%
INDIAN RIVER ACADEMY	Sum of CRSE Teachers Out	3	7.7%
	Sum of ESOL Teachers Out	9	23.1%
INDIAN RIVER CHARTER HIGH SCHL	Sum of CRSE Teachers Out	3	6.8%
	Sum of ESOL Teachers Out	2	4.5%
LIBERTY MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	5	12.2%
NORTH COUNTY CHARTER SCHOOL	Sum of CRSE Teachers Out	1	4.2%
	Sum of ESOL Teachers Out	1	4.2%
OSCEOLA MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	2	5.4%
OSLO MIDDLE SCHOOL	Sum of CRSE Teachers Out	4	6.6%
	Sum of ESOL Teachers Out	4	6.6%
PELICAN ISLAND ELEMENTARY SCHL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	4	9.5%
ROSEWOOD MAGNET SCHOOL	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	0	0.0%
SEBASTIAN CHARTER JR HIGH	Sum of CRSE Teachers Out	2	11.8%
	Sum of ESOL Teachers Out	0	0.0%
SEBASTIAN ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	2	5.3%
	Sum of ESOL Teachers Out	4	10.5%
SEBASTIAN RIVER HIGH SCHOOL	Sum of CRSE Teachers Out	6	5.0%
	Sum of ESOL Teachers Out	2	1.7%
SEBASTIAN RIVER MIDDLE SCHOOL	Sum of CRSE Teachers Out	2	3.1%
	Sum of ESOL Teachers Out	2	3.1%
ST. PETER'S ACADEMY	Sum of CRSE Teachers Out	0	0.0%
	Sum of ESOL Teachers Out	1	11.1%
STORM GROVE MIDDLE SCHOOL	Sum of CRSE Teachers Out	4	6.5%
	Sum of ESOL Teachers Out	6	9.7%
TREASURE COAST ELEMENTARY SCHL	Sum of CRSE Teachers Out	2	3.8%
	Sum of ESOL Teachers Out	9	17.3%

Out-of-Field Summary Report
 Report Based on FOCUS Data as of: 01/22/2019

VERO BEACH ELEMENTARY SCHOOL	Sum of CRSE Teachers Out	2	3.6%
	Sum of ESOL Teachers Out	9	16.4%
VERO BEACH HIGH SCHOOL	Sum of CRSE Teachers Out	8	5.2%
	Sum of ESOL Teachers Out	10	6.5%
WABASSO SCHOOL	Sum of CRSE Teachers Out	3	11.5%
	Sum of ESOL Teachers Out	0	0.0%
Total Sum of CRSE Teachers Out		48	3.7%
Total Sum of ESOL Teachers Out		116	9.0%

SDIRC Out-of-Field Yearly Comparison



	Survey 2		Survey 3	
	Course	ESOL	Course	ESOL
■ 2015-2016	56	128	46	130
■ 2016-2017	33	100	40	93
■ 2017-2018	41	107	50	98
■ 2018-2019	53	99	48	116

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School District of Indian River County - Out of Field Report

FTE Survey 3 - 2018-2019

Report Based on FOCUS Data as of: 1/22/2019

School	Teacher	Course(s)	Out of Field Subject
Alternative Center	Gaines, Alwyn	HOPE-PE	Physical Education K-12 and Health K-12
Beachland Elementary	Jacobs, Mary	LANG ARTS GRADE K	ESOL
Beachland Elementary	Johnson, Alisa	LANG ARTS GRADE 1	ESOL
Beachland Elementary	Karwatske, Megan	LANG ARTS GRADE 3	ESOL
Beachland Elementary	Matschner, Britt	LANG ARTS GRADE K	ESOL
Beachland Elementary	McCabe, Danielle	LANG ARTS GRADE 5	ESOL
Beachland Elementary	McCool, Samantha	LANG ARTS GRADE 2	ESOL
Citrus Elementary	Addis, Emily	LANG ARTS GRADE 2	ESOL
Citrus Elementary	Carlsen, Tiffany	LANG ARTS GRADE 3	ESOL
Citrus Elementary	Carney, Amber	LANG ARTS GRADE 5	ESE; ESOL
Citrus Elementary	Farnsworth, Jared	LANG ARTS GRADE 5	ESOL
Citrus Elementary	O'Bee, Kelsey	LANG ARTS GRADE 5	ESOL
Citrus Elementary	Sandgren, Ryan	LANG ARTS GRADE 1	ESOL
Citrus Elementary	Smith, Emily	LANG ARTS GRADE 1	ESOL
Citrus Elementary	Smith, Kaihla	LANG ARTS GRADE 3	ESOL
Citrus Elementary	Ward, Taylor	LANG ARTS GRADE 2	ESOL
Citrus Elementary	Zakarian, Jackie	LANG ARTS, MATH, SCIENCE, SOC ST GR 3,4,5	Elementary Ed K-6; ESOL
Dodgertown Elementary	Cathcart, Jessica	LANG ARTS GRADE 5	ESOL
Dodgertown Elementary	Debenedet, Jennifer	LANG ARTS GRADE 2	ESOL
Dodgertown Elementary	Dyer-Rubaszewski, Tiffany	LANG ARTS GRADE 3	ESOL
Dodgertown Elementary	Melcer, Lori	LANG ARTS GRADE K	ESOL
Dodgertown Elementary	Ryan, Hillary	LANG ARTS GRADE 5	ESOL
Dodgertown Elementary	Sloan, Alexandra	LANG ARTS GRADE 4	ESOL
Dodgertown Elementary	Sumner, Kristi	LANG ARTS GRADE 2	ESOL
Fellsmere Elementary	Beck, Catherine	LANG ARTS GRADE 5	ESOL
Fellsmere Elementary	Belford, Melanie	LANG ARTS GRADE 4	ESOL
Fellsmere Elementary	Kurrus, Melissa	LANG ARTS GRADE 5	ESOL
Fellsmere Elementary	Marsiglia, Lillian	LANG ARTS GRADE 2	ESOL
Fellsmere Elementary	Reed, Helen	LANG ARTS GRADE 3	ESOL
Fellsmere Elementary	Ruiz-Freytes, Tania	LANG ARTS GRADE K	ESOL
Fellsmere Elementary	Shoemaker, Amy	LANG ARTS GRADE 4	ESOL
Fellsmere Elementary	Stolzmann, Brittany	LANG ARTS GRADE 3	ESOL
Fellsmere Elementary	Storts, Claire	LANG ARTS GRADE 4	Elementary Ed K-6; ESOL
Fellsmere Elementary	Zevallos-Gonzalez, Sara	LANG ARTS GRADE K	ESOL
Gifford Middle	Colley, Kimeria	M/J INTENS READ (MC); M/J READ 2	Reading; ESOL
Gifford Middle	Dickens, Candice	M/J INTENS READ (MC); M/J READ 1	ESOL
Gifford Middle	Ellis, Maxy	M/J INTENS READ (MC)	ESOL
Gifford Middle	Peterson, Elizabeth	M/J LANG ARTS 2	ESOL
Gifford Middle	Ridlen, Susan	M/J INTENS READ (MC)	ESOL

School District of Indian River County - Out of Field Report

FTE Survey 3 - 2018-2019

Report Based on FOCUS Data as of: 1/22/2019

School	Teacher	Course(s)	Out of Field Subject
Gifford Middle	Taylor, Carol	M/J INTENS READ (MC); M/J READ 2	ESOL
Glendale Elementary	Brown, Jill	LANG ARTS GRADE 1	ESOL
Glendale Elementary	Harp, Misty	LANG ARTS GRADE 2	ESOL
Glendale Elementary	Jennings, Marianne	LANG ARTS GRADE 5	ESOL
Glendale Elementary	Slade, Kimberly	LIB SKLS/INFO LIT	Educational Media
Imagine South Vero	Hodum, Courtney	LANG ARTS GRADE 2	ESOL
Imagine South Vero	Kaylor, Sharon	M/J LANG ARTS 3	ESOL
Imagine South Vero	Picaro, Michele	LANG ARTS GRADE 2	ESOL
Imagine South Vero	Schwartz, Pamela	LANG ARTS GRADE 3	ESOL
Imagine South Vero	Sloss, Elizabeth	LANG ARTS GRADE 5; SOC SCIENCE GRADE 5	Elementary Ed K-6
Indian River Academy	Cunningham, Amber	LANG ARTS GRADE 5	ESOL
Indian River Academy	Forbis, Cynthia	LANG ARTS GRADE 2	ESOL
Indian River Academy	Hanna, Valencia	LIB SKLS/INFO LIT	Educational Media
Indian River Academy	Harvey, Ashley	LANG ARTS GRADE 1	ESOL
Indian River Academy	Kirk, Jennifer	LANG ARTS GRADE 5	ESOL
Indian River Academy	Langlois, Amber	LANG ARTS GRADE K	ESOL
Indian River Academy	Mauro, Olivia	LANG ARTS; MATH; SCIENCE; SOC ST GRADE 4	ESOL
Indian River Academy	Reno, Kelly	LANG ARTS GRADE K	ESOL
Indian River Academy	Stelick, Morgan	LANG ARTS GRADE 3	Elementary Ed K-6 or PK-Primary; ESOL
Indian River Academy	Whiting, Dawn	LANG ARTS GR 2 & 3; MATH GR 2 & 3; SCIENCE GR 2 & 3; SOC STUDIES GR 2 & 3	Elementary Ed K-6 or PK-Primary; ESOL
Indian River Charter High	Bowser, Nicole	ENG HON 3	ESOL
Indian River Charter High	Cole, April	ENG 1	ESOL
Indian River Charter High	Mieras, Leif	BIO 1; MARINESCI 1	Biology 6-12
Indian River Charter High	St John, Joseph	HOPE	Health K-12
Indian River Charter High	Vivirito, Nicholas	Math Coll. Readiness; PROB, STAT W/APPLS H	Mathematics 6-12
Liberty Magnet	Adams, Lisa	LANG ARTS GRADE K	ESOL
Liberty Magnet	Miller, Lorraine	LANG ARTS GRADE 3	ESOL
Liberty Magnet	Morse, Debra	LANG ARTS GRADE 1	ESOL
Liberty Magnet	Perakes, Tricia	LANG ARTS GRADE 5	ESOL
Liberty Magnet	Riley, Crystal	LANG ARTS GRADE 4	ESOL
North County Charter	Antonino, Sally	LANG ARTS GRADE 1	ESOL
North County Charter	Sherril-Long, Monica	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 5	Elem Education K-6
Osceola Magnet	Kachaylo, Laura	LANG ARTS GRADE 2	ESOL
Osceola Magnet	Young, Heather	LANG ARTS GRADE 2	ESOL
Oslo Middle	Bailey, Bryan	M/J COMPRE SCI 1,2	Middle Grades General Science 5-9
Oslo Middle	Caraballo, Edwin	M/J INTENS READ (MC)	ESOL
Oslo Middle	Collins, Elaine	M/J MATH 2	Middle Grades Math 5-9
Oslo Middle	Henley, Lacey	M/J COMPRE SCI 3	Middle Grades General Science 5-9

School District of Indian River County - Out of Field Report

FTE Survey 3 - 2018-2019

Report Based on FOCUS Data as of: 1/22/2019

School	Teacher	Course(s)	Out of Field Subject
Oslo Middle	Holden, Todd	M/J LANG ARTS 3	ESOL
Oslo Middle	Richardson, Aronn	M/J INTENS READ (MC)	Reading; ESOL
Oslo Middle	Samberg, Susan	M/J LANG ARTS 1	ESOL
Pelican Island Elementary	Arroyo, Edlyn	LANG ARTS GRADE K	ESOL
Pelican Island Elementary	Bakhuizen, Elizabeth	LANG ARTS GRADE 5	ESOL
Pelican Island Elementary	Digiacomio, Meghan	LANG ARTS GRADE 5	ESOL
Pelican Island Elementary	Wright, Suellen	LANG ARTS GRADE K	ESOL
Sebastian Charter Jr High	Reeves, Patricia	M/J STEM LIFE SCIENCE	MG General Science 5-9
Sebastian Charter Jr High	Westberry, James	M/J COMPRE SCI 1	MG General Science 5-9
Sebastian Elementary	Halls, Keshia	LANG ARTS GRADE 2	ESOL
Sebastian Elementary	Hudson, Audestine	ACCESS LANG ARTS, ACCESS MATH, ACCESS SCI, ACCESS SOC ST	Autism Spectrum Disorders Endorsement
Sebastian Elementary	Isler, Kyra	LANG ARTS	ESOL
Sebastian Elementary	Steinhauer, Chelsea	LANG ARTS GRADE 5; MATH GRADE 5	Elementary Ed K-6
Sebastian Elementary	Stonom, Lea	LANG ARTS GRADE K	ESOL
Sebastian Elementary	Wimett, Melisa	LANG ARTS GRADE 3	ESOL
Sebastian River High	Lewis, Margie	MATH COLL READINESS	Mathematics 6-12
Sebastian River High	Omans, Jane	ENG 2 AND 3 THROUGH ESOL	ESOL
Sebastian River High	Platt, Jeanne	INTENS READ	Reading; ESOL
Sebastian River High	Rickert, Robin	ALG 1; LIB ARTS MATH 1	Mathematics 6-12 or MG Math 5-9
Sebastian River High	Vaughn, Susanne	DIGITAL INFORMATION TECHNOLOGY	Business Education 6-12
Sebastian River High	Wallace, William	CHEM 1 CR; ENV SCI; BIO 1	Chemistry 6-12; Biology 6-12
Sebastian River Middle	Bullard, Latoya	M/J LANG ARTS 1	ESOL
Sebastian River Middle	Colon-Octaviani, Marcos	ACCESS M/J CIVICS	Exceptional Student Education
Sebastian River Middle	Gilmour-Penzone, Julie	M/J LANG ARTS 2	Middle Grades English 5-9
Sebastian River Middle	York, Erin	M/J INTENS READ (MC)	ESOL
St. Peter's Academy	Green, Jewel	LANG ARTS GRADE 1	ESOL
Storm Grove Middle	Dupuis, Daniel	M/J LANG ARTS 1	ESOL
Storm Grove Middle	Durrant, Jocelyn	M/J INTENS READ (MC)	Reading and ESOL
Storm Grove Middle	Erpenbeck, Sarah	M/J INTENS READ (MC); M/J READ 1 ADV	Reading and ESOL
Storm Grove Middle	Favela, Kelsey	M/J LANG ARTS 3	ESOL
Storm Grove Middle	Petrosky, Caitlin	M/J INTENS READ (MC); M/J READ; M/J READ 2 ADV	Reading and ESOL
Storm Grove Middle	Smith, Tara	M/J LANG ARTS 1	ESOL
Storm Grove Middle	Torok, Marisa	M/J CIVICS	Middle Grades Social Science 5-9
Treasure Coast Elementary	Blair, Tabitha	LANG ARTS GRADE 4	ESOL
Treasure Coast Elementary	Bucaccio, Betty	LANG ARTS GRADE 1	ESOL
Treasure Coast Elementary	D'Alessandro, Jennifer	LANG ARTS GRADE 2	ESOL
Treasure Coast Elementary	Luna, Claudia	LANG ARTS GRADE K	ESOL
Treasure Coast Elementary	Mackey, Sydney	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 5	Elementary Ed K-6; ESOL

School District of Indian River County - Out of Field Report

FTE Survey 3 - 2018-2019

Report Based on FOCUS Data as of: 1/22/2019

School	Teacher	Course(s)	Out of Field Subject
Treasure Coast Elementary	Marsella, Spencer	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 4	Elementary Ed K-6; ESOL
Treasure Coast Elementary	Pope, Samantha	LANG ARTS GRADE 5	ESOL
Treasure Coast Elementary	Webster, Jena	LANG ARTS GRADE 1	ESOL
Treasure Coast Elementary	Wood, Kathleen	LANG ARTS GRADE 3	ESOL
Vero Beach Elementary	Caldwell, Taylor	LANG ARTS GR 4	ESOL
Vero Beach Elementary	Castillo, Chelsea	LANG ARTS GRADE 3	ESOL
Vero Beach Elementary	Conway, Shawn	LANG ARTS GRADE 5	ESOL
Vero Beach Elementary	Kastner, Stacy	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 1-3	PK-Primary PK-3 or Elementary Ed K-6
Vero Beach Elementary	Larkin, Elizabeth	LANG ARTS GRADE 1	ESOL
Vero Beach Elementary	Mathews, Daphne	LANG ARTS, MATH, SCIENCE, SOC STUDIES GR 3	PK-Primary PK-3 or Elementary Ed K-6
Vero Beach Elementary	Patterson, Daphne	LANG ARTS GRADE 5	ESOL
Vero Beach Elementary	Pound, Kiandre'a	LANG ARTS GRADE 2	ESOL
Vero Beach Elementary	Sims, Cindy	LANG ARTS GRADE 2	ESOL
Vero Beach Elementary	Singewald, Jessica	LANG ARTS GRADE 2	ESOL
Vero Beach Elementary	Wade, Christa	LANG ARTS GRADE 5	ESOL
Vero Beach High	Adams, Carrie	ENG 2	ESOL
Vero Beach High	Barnes, Kristie	INTENS READ	Reading K-12 or Reading Endorsement
Vero Beach High	Byrd, Stephen	ACCESS English, Algebra 1B, Biology 1, US Govt, ECON FIN LIT	ASD Endorsement
Vero Beach High	Conner, Jamie	ENG 1	ESOL
Vero Beach High	Groody, Lisa	ENG HON 2	ESOL
Vero Beach High	Ihnen, Brian	VISUAL PERFORM	Art K-12, Music K-12 or Drama 6-12
Vero Beach High	Lee, Jeffrey	Math Coll. Readiness	Mathematics 6-12
Vero Beach High	Plunkett, Mitzi	INTENS READ	ESOL
Vero Beach High	Russell, Amy	ENG 2	ESOL
Vero Beach High	Sauerman, Elaine	INTENS READ; READ 2	ESOL
Vero Beach High	Seiler, Melissa	ENG 3	ESOL
Vero Beach High	Sommers, Valery	ENG 1	ESOL
Vero Beach High	Swallow, Rachel	Access English; Access Geometry; Access World History; VISUAL PERFORM	Elementary Ed K-6; Art K-12, Music K-12, or Drama 6-12
Vero Beach High	Welsh, James	ENG 1	English 6-12 and ESOL
Vero Beach High	Williams, Natira	ENG 2 and CONTEMP LIT and CLASSICAL LITERATURE	English 6-12 and ESOL
Vero Beach High	Wright, Allison	ERTH/SPA SCI	MG General Science 5-9 or Chemistry 6-12 or Earth Space Science 6-12 or Physics 6-12
Wabasso	Davis, Mariann	WORLD HIST	MG Social Science or Social Science 6-1

School District of Indian River County - Out of Field Report
 FTE Survey 3 - 2018-2019
 Report Based on FOCUS Data as of: 1/22/2019

School	Teacher	Course(s)	Out of Field Subject
Wabasso	Neely, Lauren	LANG ARTS GRADE 3; LANG ARTS GRADE 4; LANG ARTS GRADE 5; MATH GRADE FIVE; MATH GRADE FOUR; SCIENCE GRADE FIVE; SCIENCE GRADE FOUR; SOC STUDIES	Elementary Ed K-6
Wabasso	Stephanoff, Christopher	ACCESS BIOLOGY 1; ACCESS E/S SCI; ACCESS INTEG SCI 1; ACCESS LIB ARTS MATH; ACCESS M/J COMPSCI 3; ACCESS M/J LA 3; ACCESS M/J MATH 3; ACCESS ENGLISH 1; ACCESS ENGLISH 2; ACCESS ENGLISH 3; ACCESS GEOMETRY; ACCESS Algebra 1; LANG ARTS GRADE 5; MATH GRADE 5; SCIENCE GRADE 5	Elementary Ed K-6 <u>OR</u> MG General Science 5-9; MG Math; MG English 5-9

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VERO BEACH HIGH SCHOOL

1707 16th Street, Vero Beach, Florida 32960

Mr. Shawn O'Keefe, Principal

May 9, 2018

RE: Request for Out-Of-State Trip

Dr. Mark J. Rendell
Board Members

I am requesting School Board approval for approximately 50 students from our orchestra to travel to New York City from March 7, 2019 through March 10, 2019. The orchestra has been invited to participate in the 2019 National Orchestra Cup event. The event is limited to 10 high schools and it is an honor to be selected to participate.

All arrangements will be made through Forte Festivals/Sound Education Programs and a detailed itinerary is attached.

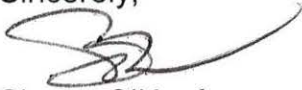
The trip will be financed through the joint efforts of the students and orchestra fundraising; it will cost the School District of Indian River County nothing.

All necessary information pertinent to insurance issues will be provided to Risk Management.

Please place this item on the agenda for School Board approval.

If you have any questions, please contact my office.

Sincerely,



Shawn O'Keefe

Enclosure

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

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

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

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

THIS AGREEMENT, entered into this 24 day of Sept 2018, by and between the School

Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the

“School Board”, and Forte Festivals By Capital Management Group (Legal Name of Contracting Party/Organization) hereinafter referred to as the “**CONTRACTOR**”, is as follows:

1. SCOPE OF WORK

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

Nature of Contracted Services: Competing in the National Orchestra Cup

Anticipated Outcome of Contracted Services: _____.

Location of Contracted Service: New York City, NY.

Date(s)/Hours of Service: Sat. March 9th 2019 "Orchestra Cup"
Tour Schedule - March 7-10, 2019 3 nights/4 days

2. TERM OF AGREEMENT

The **Contractor** shall commence performance of the Agreement on the 24 day of Sept, 2018, and shall complete performance to the satisfaction of the Superintendent no later than the 1 day of Oct, 2018. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

3. COMPENSATION

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

4. PAYMENT SCHEDULE

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

One lump sum payment in the amount of \$ _____ upon completion of services

_____ partial payments in the amount of \$ ____ after/before each invoice.

Please see payment schedule hereto attached and incorporated into this Agreement.

see contract for payment schedule.

5. REGULATIONS & ORDINANCES

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

6. CONFIDENTIALITY OF STUDENT RECORDS

For the purposes of performing the above scope of services only, **Contractor** is hereby designated a school official for the purposes of receiving limited confidential student information and the **Contractor** shall remain under the direct control of the **School Board** with respect to the use and maintenance of the confidential student information.

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

7. ENTIRE AGREEMENT

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

8. GOVERNING LAW; VENUE

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

9. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

10. DUTY TO DEFEND

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

11. CANCELLATION / TERMINATION

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

12. EQUAL EMPLOYMENT OPPORTUNITY

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

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

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records

of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records that are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

14. PATENTS, COPYRIGHTS AND ROYALTIES

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

15. BACKGROUND SCREENING REQUIREMENTS

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

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

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law

Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

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

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

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

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

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

16. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

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

17. COMPLIANCE WITH BOARD POLICIES

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

18. ASSIGNMENT

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

19. DEBARMENT

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

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

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

20. DAVIS-BACON ACT LABOR STANDARDS

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

21. CONDUCT WHILE ON SCHOOL PROPERTY

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

22. NO WAIVER

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

23. NON-DISCRIMINATION

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

24. NO TAXES

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

25. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor Universal Travel Technologies DBA Foote Festivals
Contact's Name/Title Attn: Teing Woodburn, Event Producer By Capital Management Group
Address: 1255 E. Hampton Ave Ste. 127
Mesa, AZ 85209
FAME Events

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

School Board of Indian River County
Attn: Superintendent, Mark J. Rendell, Ed.D
1990 25th Street
Vero Beach, Florida 32960

With a copy to:

Department _____
Department Director _____
Address: _____

And a copy to:

Department _____
Department Director **Attn:** _____
Address: _____

26. INSURANCE REQUIREMENTS

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

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA

By: Teina L. Woodburn
(Signature)

By: Mark J. Rendell
(Signature of Superintendent of Schools or Designee)

Teina L. Woodburn
(Name Typed)

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

Event Producer
(Title)

1255 E Hampton Ave Ste 127
(Address)

Mesa, AZ 85209
(Address)

(Title)

Date: 9/24/18

Date: 1/29/19

FEIN (BUSINESS) 20-0677428

SS# (INDIVIDUAL) _____

800.626.8590 x 117
TELEPHONE / FAX NUMBER

teina@soundep.com
CONTACT EMAIL ADDRESS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/22/2018

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).

PRODUCER Security Planning & Insurance 1341 S State Street, Suite 209 Salt Lake City UT 84115		CONTACT NAME: Lisa Salisbury PHONE A/C, No.: 801-487-2285 E-MAIL ADDRESS: lisas@securityplanning.com PRODUCER CUSTOMER ID:		FAX A/C, No.: 801-487-7663
INSURED Capital Management Gp Inc.Fame Events LLC 7255 E Hampton Mesa AZ 85208		INSURER(S) AFFORDING COVERAGE INSURER A: Berkely Agency, LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY			EOL5331336-12	06/15/2017	06/15/2018	EACH OCCURRENCE	\$ 2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 1,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$ 2,000,000	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS							\$	
	<input type="checkbox"/> NON-OWNED AUTOS							\$	
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$	
	<input type="checkbox"/> DEDUCTIBLE							\$	
	<input type="checkbox"/> RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

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

CERTIFICATE HOLDER	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 Brent Jones

Exposure Category "H"
HIGH RISK
Insurance Requirements and Hold Harmless Agreement

Vendors shall furnish a Certificate of Insurance that complies with the insurance requirements listed below. The Certificate of Insurance shall list the deductible as well as coverages listed below. The following liability coverage limits must not be less than the limits specified.

The policies must be specifically endorsed to grant the District 30 days advance notice of cancellation or nonrenewal . This endorsement must be attached to the certificate of insurance.

All insurance carriers must have an AM Best rating of at least A:VII or better. When a self insured retention or deductible exceeds \$5,000, District reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must also comply with the below insurance requirements

The District by and through its Risk Management Department reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract.

INSURANCE

1. General Liability

COMMERCIAL GENERAL LIABILITY INSURANCE, INCLUDING CONTRACTUAL LIABILITY, TO COVER THE HOLD HARMLESS AGREEMENT SET FORTH HEREIN, WITH LIMITS OF NOT LESS THAN:

EACH OCCURRENCE	\$1,000,000
PERSONAL/ADVERTISING INJURY	\$1,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE	\$5,000,000
GENERAL AGGREGATE	\$5,000,000
FIRE DAMAGE	\$100,000 ANY 1 FIRE
MEDICAL EXPENSE	\$5,000 - \$10,000 ANY 1 PERSON

AN ADDITIONAL INSURED ENDORSEMENT MUST BE ATTACHED TO THE CERTIFICATE OF INSURANCE. THE ADDITIONAL INSURED ENDORSEMENT SHOULD BE ISSUED ON AN ISO OR SIMILAR FORM AND APPLY ON A PRIMARY AND NONCONTRIBUTORY BASIS. VENDORS PROVIDING CONSTRUCTION SERVICES MUST PROVIDE AN ADDITIONAL INSURED ENDORSMENT INCLUDING COVERAGE FOR COMPLETED OPERATIONS (SHOULD BE ISO CG20101185 OR CURRENT EDITIONS OF CG2037 & CG2010) UNDER THE GENERAL LIABILITY POLICY. PRODUCTS & COMPLETED OPERATIONS COVERAGE TO BE PROVIDED FOR A MINIMUM OF 10 YEARS DATE OF POSSESSION BY OWNER OR COMPLETION OF CONTRACT. ADDITIONAL INSURED SHALL BE LISTED AS: SCHOOL DISTRICT OF INDIAN RIVER COUNTY, 6500 57TH STREET, VERO BEACH, FLORIDA 32967

- COVERAGE IS TO BE WRITTEN ON AN OCCURRENCE FORM BASIS AND SHALL APPLY AS PRIMARY.
- A PER PROJECT AGGREGATE LIMIT ENDORSEMENT MUST BE PROVIDED .
- DEFENSE COSTS ARE TO BE IN ADDITION TO THE LIMIT OF LIABILITY.
- A WAIVER OF SUBROGATION MUST BE PROVIDED IN FAVOR OF THE DISTRICT.
- POLICY SHALL CONTAIN NO EXCLUSION FOR THIRD PARTY ACTION-OVER CLAIMS (INJURY TO SUBCONTRACT WORKERS)

- XCU COVERAGE IS TO BE INCLUDED WHEN INDICATED BY THE SCOPE OF SERVICE. COVERAGE SHOULD EXTEND TO INDEPENDENT CONTRACTORS AND FELLOW EMPLOYEES.
- COVERAGE IS TO INCLUDE A CROSS LIABILITY OR SEVERABILITY OF INTERESTS PROVISION AS PROVIDED UNDER THE STANDARD ISO FORM SEPARATION OF INSUREDS CLAUSE.

2. Automobile Liability

BUSINESS AUTOMOBILE LIABILITY FOR ANY AUTO (ALL OWNED, HIRED, AND NON-OWNED AUTOS) WITH LIMITS OF NOT LESS THAN \$1,000,000 PER ACCIDENT.

IN THE EVENT VENDOR DOES NOT OWN ANY AUTOMOBILES, THE DISTRICT WILL ACCEPT PROOF OF HIRED AND NON OWNED AUTO LIABILITY ONLY.

- CERTIFICATE HOLDER MUST BE LISTED AS ADDITIONAL INSURED.
- A WAIVER OF SUBROGATION MUST BE PROVIDED.
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS.

3. Workers' Compensation

- WORKERS' COMPENSATION INSURANCE WITH LIMITS EQUAL TO FLORIDA STATUTORY REQUIREMENTS.
- EMPLOYERS LIABILITY MUST INCLUDE LIMITS OF AT LEAST \$500,000 EACH ACCIDENT, \$500,000 EACH DISEASE/EMPLOYEE, \$500,000 EACH DISEASE/MAXIMUM.
- A WAIVER OF SUBROGATION ENDORSEMENT MUST BE PROVIDED IN FAVOR OF THE DISTRICT .
- COVERAGE SHOULD APPLY ON A PRIMARY BASIS. SHOULD SCOPE OF WORK PERFORMED BY VENDOR QUALIFY ITS EMPLOYEE FOR BENEFITS UNDER FEDERAL WORKERS' COMPENSATION STATUTE (EXAMPLE, U.S. LONGSHORE & HARBOR WORKERS ACT OR MERCHANT MARINE ACT), PROOF OF APPROPRIATE FEDERAL ACT COVERAGE MUST BE PROVIDED.
- WORKERS' COMPENSATION EXEMPTION FORMS WILL NOT BE ACCEPTED FOR THE PROJECT ARCHITECT, ENGINEER, GENERAL CONTRACTOR, OR SOLE PRACTITIONER THAT INTENDS TO SUB-CONTRACT THE WORK TO OTHER INDIVIDUALS OR COMPANIES. THESE ENTITIES OR INDIVIDUALS ARE REQUIRED TO PURCHASE A WORKERS' COMPENSATION INSURANCE POLICY.

4. UMBRELLA LIABILITY –May be given consideration NO LESS THAN \$2M - \$5M EACH OCCURRENCE. COVERAGE TO APPLY AS EXCESS OVER GL, AL, EMPLOYERS LIABILITY ON A FOLLOW FORM BASIS

5. Professional Liability

WHEN INDICATED BY THE SCOPE OF SERVICE, VENDOR MUST MAINTAIN PROFESSIONAL LIABILITY OR EQUIVALENT ERRORS & OMISSIONS LIABILITY WITH LIMIT OF NOT LESS THAN \$1,000,000 PER OCCURRENCE.

FOR POLICIES WRITTEN ON A CLAIMS MADE BASIS, VENDOR SHALL MAINTAIN A RETROACTIVE DATE PRIOR TO OR EQUAL TO THE EFFECTIVE DATE OF THIS CONTRACT.

IN THE EVENT THE POLICY IS CANCELED, NON-RENEWED, SWITCHED TO AN OCCURRENCE FORM OR THERE IS A CHANGE IN RETROACTIVE DATE, VENDOR MUST PURCHASE AN EXTENDED REPORTING PERIOD RIDER DURING THE LIFE OF THIS CONTRACT OF NOT LESS THAN 3 YEARS.

COVERAGE IS TO APPLY ON A PRIMARY BASIS.

6. Contractors Pollution Liability:
MAY BE REQUIRED DEPENDING ON SCOPE OF SERVICES. LIMIT OF LIABILITY NO LESS THAN \$1M EACH OCCURRENCE.

HOLD HARMLESS AGREEMENT

The vendor shall, in addition to any other obligation, indemnify the School District of Indian River County (School District) and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, its agents, officers, elected officials and employees from and against any and all claims, actions, liabilities, losses (including economic and non-economic losses), and costs arising out of any actual or alleged;

a) bodily injury, sickness, disease or death, damage to reputation or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the vendor, any subcontractor of the vendor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or

b) violation of state and federal law (including any privacy provision contained therein or promulgated by the District), statute, ordinance, governmental administration order, rule or regulation by the vendor, any subcontractor of vendor, or anyone directly or indirectly employed by any of them in the performance of the work; or

c) liens, claims or actions made by the vendor, any subcontractor of the vendor, or any other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor or any subcontractor of the vendor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the School District of Indian River County to enforce the hold harmless agreement shall be borne by the vendor.

The above provisions shall survive the termination of this Agreement and shall pertain to any and all claims for occurrences during the term of this Agreement, even though such claims may be presented after the termination hereof. Nothing contained herein is intended nor shall be construed to waive the School District of Indian River County's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

I hereby acknowledge that the conditions set forth above have been fully read by me and understood by me and endorsed by the and that the obligations herein supersede and rescind any prior agreements or arrangements or business dealings or practices that I as the vendor may have had with the District in the past and does further govern the current obligations of the parties from this date forward.

Request for additional information shall be directed to the Coordinator of Risk Management, School District of Indian River County at (772) 564-3129.

Signed: [Signature] Date: 9/24/2018

Printed Name: Jeremy Biggs Vendor Name: Universal Travel Technologies

DBA
Forté Festivals
BY
Capital Management Group
FAWE EVENTS

Approval to Award SDIRC #07-0-2019JC Single Point of Entry – Mr. Teske

The cost to the District is \$626,400 (base bid amount of \$522,000 and owner added contingency in the amount of \$104,400).

Notice of Invitation to Bid was placed in the Indian River Press Journal on November 11, 18 and 25, 2018 and fourteen contractors (prequalified to bid on projects exceeding \$300,000) were notified via email. Bid documents were posted on Onvia DemandStar and the Purchasing Department’s website. Two (2) bids, including seven (7) ‘No Bids’, were received by the due date of 2:00 p.m. on January 7, 2019 as follows:

Legend: Primary Award _____

Bidder	Amount Bid
Bill Bryant & Associates, Inc.	\$528,685.00
Summit Construction of Vero Beach	<u>\$522,000.00</u>
Di Pompeo Construction	No Bid
General Mechanical Corporation	No Bid
Kirchman Construction Co.	No Bid
Marmer Construction	No Bid
Proctor Construction Company LLC	No Bid
Richard K. Davis Construction Corp.	No Bid
West Construction, Inc.	No Bid

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

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

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OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 29th day of January, 2019, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Summit Construction of Vero Beach, LLC (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

SINGLE POINT OF ENTRY – [REDACTED]
For The School Board of Indian River County Project No. SDIRC 07-0-2019JC

Single Point of Entry on the [REDACTED]. The Work shall consist of creating a new single point of entry into the administration offices at [REDACTED], as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 154 calendar days (or by July 10, 2019) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 30 calendar days (or by August 9, 2019) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of **\$522,000.00**. The Owner will include a (**\$104,400.00**) contingency, for a total contract amount of **\$626,400.00**. *Any contingency remaining at the closeout or completion of the project will be retained by the Owner.*

ARTICLE 5 - PAYMENT PROCEDURES

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

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

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

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

General Requirements

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

90% of Work completed.

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

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

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

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

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

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

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1 This Agreement consisting of 36 pages.

- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A
- 8.6 Drawings to be prepared and provided by Claren Architecture and Design.
- 8.7 Specifications to be prepared and provided by Claren Architecture and Design.
- 8.8 Addenda numbers 1 to 2, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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

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

ARTICLE 9 – ARCHITECT

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

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

ARTICLE 10 – MISCELLANEOUS

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

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

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

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

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

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

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

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

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremen's Statutory)
 - (c) Employer's Liability: \$500,000

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

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

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

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

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

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

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

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

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

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

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

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

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

ARTICLE 12 – CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 - INDEMNIFICATION

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

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

- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner

and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.

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

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given

in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

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

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

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

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

is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.

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

performance as soon as reasonably possible and diligently pursues such performance.

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

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

- 15.25 Owner Transfer of Interest. If the Owner conveys its interest in the Project to a third party, any rights which the Owner may have against the Contractor arising from this Agreement shall automatically transfer to such third party without the necessity of a written document or consent from the Contractor.
- 15.26 Public Entity Crime Information Statement and Debarment – Section 287.133(2)(a) of the Florida Statutes states: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.”

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ **#07-0-2019JC** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

- (d) Have not within a five-year period preceding the issuance of RFQ **#07-0-2019JC** had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

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

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

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by

grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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

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

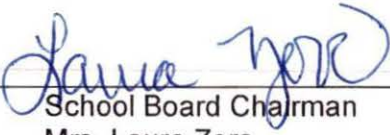
ARTICLE 16 - PROJECT SIGNAGE

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

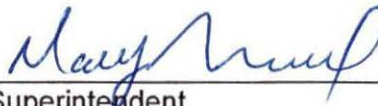
IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ARCHITECT. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ARCHITECT on their behalf.

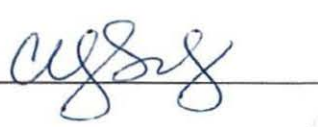
OWNER: **SCHOOL BOARD OF INDIAN RIVER COUNTY**

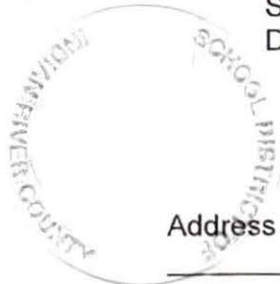
CONTRACTOR: **SUMMIT CONSTRUCTION OF VERO BEACH, LLC**

By 
School Board Chairman
Mrs. Laura Zorc

By 
Mr. William B. Schuh, President

Attest: 
Superintendent
Dr. Mark J. Rendell
(SEAL)

Attest: 
(CORPORATE SEAL)




Address for giving notices

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

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

License No. CBC 1259095


School Dist. Attorney

Agent for service of process:

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

SINGLE POINT OF ENTRY – SEBASTIAN RIVER MIDDLE SCHOOL
For The School Board of Indian River County Project No. SDIRC 07-0-2019JC

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

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

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

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

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

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

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

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

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

in order to pursue repair or replacement of those materials without any undue delay or interruption to the Project. Additionally, the Subcontractor shall notify the Owner, through the Contractor, of such occurrence. If the Subcontractor fails to perform such inspection and otherwise incorporated Owner-Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, Subcontractor shall be responsible for all damages to County resulting from Subcontractor's incorporation of such materials into the Project, including liquidated or delay damages. In the event that materials furnished are found to be defective or no-conforming, the Subcontractor shall promptly take action to remedy the defect or non-conformance so as not to delay the work.

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

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

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

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

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

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

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

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

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

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

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

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

Approval to Award SDIRC #08-0-2019JC Single Point of Entry – Mr. Teske

The cost to the District is \$610,146 (base bid amount of \$508,455 and owner added contingency in the amount of \$101,691).

Notice of Invitation to Bid was placed in the Indian River Press Journal on November 11, 18 and 25, 2018 and fourteen contractors (prequalified to bid on projects exceeding \$300,000) were notified via email. Bid documents were posted on Onvia DemandStar and the Purchasing Department’s website. Two (2) bids, including seven (7) ‘No Bids’, were received by the due date of 2:00 p.m. on January 7, 2019 as follows:

Legend: Primary Award _____

Bidder	Amount Bid
Bill Bryant & Associates, Inc.	<u>\$508,455</u>
Summit Construction of Vero Beach	\$517,000
Di Pompeo Construction	No Bid
General Mechanical Corporation	No Bid
Kirchman Construction Co.	No Bid
Marmer Construction	No Bid
Proctor Construction Company LLC	No Bid
Richard K. Davis Construction Corp.	No Bid
West Construction, Inc.	No Bid

The Purchasing Department recommends award to Bill Bryant & Associates, Inc. as the lowest and best responsive and responsible bidder meeting specifications, terms and conditions.

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

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OWNER/ CONTRACTOR CONSTRUCTION AGREEMENT (LUMP SUM)

THIS AGREEMENT is dated and will be effective on the 29th day of January, 2019, by and between the School Board of Indian River County, an entity existing under the laws of the state of Florida, (hereinafter called OWNER) and Bill Bryant & Associates, Inc. (hereinafter called CONTRACTOR).

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

ARTICLE 1 - WORK

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

SINGLE POINT OF ENTRY – [REDACTED]
For The School Board of Indian River County Project No.
SDIRC 08-0-2019JC

Single Point of Entry on the [REDACTED] [REDACTED]). The Work shall consist of creating a new single point of entry into the administration offices at [REDACTED], as well as all other required work as detailed in the plans and specifications, schedule of values of the Contractor as approved in writing by the ARCHITECT, together with this Contract and the General Conditions of Contract 1997 AIA General Conditions 201 and by this reference incorporated herein, (collectively referred to as "Contract Documents").

ARTICLE 2 – ARCHITECT

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

ARTICLE 3 - CONTRACT TIME

- 3.1 Work shall be substantially completed within 154 calendar days (or by July 10, 2019) from the date the Notice to Proceed is issued by Owner. The work shall be ready for Final Completion within 30 calendar days (or by August 9, 2019) from the date of Substantial Completion.
- 3.2 LIQUIDATED DAMAGES. Time is of the essence in the performance of the Work. The Owner and Contractor agree that the losses suffered by Owner if Substantial Completion of the Work is not achieved, are not ascertainable at this time. Contractor acknowledges and agrees that, since time is of the essence, the Owner will suffer financial and other losses if Substantial Completion of the Work is not achieved within the Contract Time, as the Contract Time may be adjusted pursuant to the terms of the Contract Documents. Should the Contractor fail to achieve Substantial Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$500.00 for each calendar day thereafter until Substantial Completion is achieved and \$250.00 for each calendar day thereafter until Final Completion is achieved. Should the Contractor achieve Substantial Completion of the Work within the Contract Time but fail to achieve Final Completion of the Work within the Contract Time, Owner shall be entitled to assess, as liquidated damages but not as a penalty, the sum of \$250.00 for each calendar day thereafter until Final Completion of the Work is achieved. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Contractor fails to achieve Substantial Completion or Final Completion of the Work within the Contract Time. Further, the parties acknowledge that it would be extremely difficult, if not impossible, to ascertain Owner's actual damages with any degree of certainty in the event Contractor fails to achieve either Substantial Completion or Final Completion of the Work within the Contract Time. Owner has paid to Contractor out of the first payment hereunder, the consideration of \$10.00 as consideration for this provision.
- 3.3 No extension of time shall be granted for delays resulting from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded by the Architect and in accordance with the Contract Documents. The time during which the Contractor is delayed in the performance of the Work by acts or omission of the Owner or Architect or any other unforeseeable conditions or events that could not have reasonably been predicted shall be added to the time for completion of the Work. A change in Contract Time may only be authorized by a written Change Order.

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

ARTICLE 4 - CONTRACT PRICE

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

The Contractor's price(s) in the Bid Form is in the amount of **\$508,455.00**. The Owner will include a **(\$101,691.00)** contingency, for a total contract amount of **\$610,146.00**. *Any contingency remaining at the closeout or completion of the project will be retained by the Owner.*

ARTICLE 5 - PAYMENT PROCEDURES

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

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

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

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

General Requirements

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

90% of Work completed.

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

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

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

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

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

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

ARTICLE 6 – OWNERS PROJECT REPRESENTATIVE

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

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

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

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

ARTICLE 8 - CONTRACT DOCUMENTS

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

- 8.1 This Agreement consisting of 36 pages.

- 8.2 Performance Bond and Payment Bond in accordance with F.S. 255.01 et. seq. consisting of TBD pages (plus Power of Attorney Forms as applicable).
- 8.3 Notice of Award
- 8.4 General Conditions consisting of (Itemization Attached)
- 8.5 Supplementary Conditions consisting of N/A
- 8.6 Drawings to be prepared and provided by Claren Architecture and Design.
- 8.7 Specifications to be prepared and provided by Claren Architecture and Design.
- 8.8 Addenda numbers 1 to 2, inclusive.
- 8.9 CONTRACTOR'S Bid.
- 8.10 The following which may be delivered or issued after the Effective Date of the Agreement are not attached hereto, which shall be all Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the Contract Documents.
- 8.11 The documents listed under Article 8 above are attached to this Agreement (except as expressly noted otherwise above).
- 8.12 Anything shown on the drawings and not mentioned in the specifications or mentioned in the specifications and not shown on the drawings shall have the same effect as if shown or mentioned respectively in both. Technical specifications take priority over general specifications and detail drawings take precedence over general drawings. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the work and the drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The Owner- Contractor Agreement; Modifications; Addenda; any Supplementary Conditions; the General Conditions; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small scale Drawings, the larger scale shall govern. Any such conflict or inconsistency between or in the drawings shall be submitted to the Design Consultant whose decision thereon shall be final and conclusive.

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

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

ARTICLE 9 – ARCHITECT

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

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

ARTICLE 10 – MISCELLANEOUS

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

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

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

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

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

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

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

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

1. Workers' Compensation:
 - (a) State: As required by Chapter 440, Florida Statutes
 - (b) Applicable Federal (e.g. Longshoremens's Statutory)
 - (c) Employer's Liability: \$500,000

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

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

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

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

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

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

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

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

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

ARTICLE 11 – TERMINATION OF THE CONTRACT

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

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

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

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

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

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

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

ARTICLE 12 – CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 13 - INDEMNIFICATION

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

ARTICLE 14 – OWNER DIRECT PURCHASE PROGRAM

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

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

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

- 14.2 The Owner agrees to process its purchase orders so that the progress of construction is not jeopardized. Should the Owner fail to process the purchase orders within a time frame so as not to delay the construction, the Contractor shall, at its sole discretion, void the Owner purchase order and purchase the item direct thereby waiving any rights the Owner may have for a direct purchase tax savings. Should the items included in the purchase order represent any materials, supplies or equipment that is part of a subcontractor's scope of Work, any terms and conditions that the subcontractor deems to be warranted to protect their interest, shall also be included and/or substituted. Vendors and suppliers must be approved by the Owner prior to the processing of purchase orders.
- 14.3 The items being purchased shall be purchased from the vendors and suppliers selected by the Contractor and/or the subcontractor for prices negotiated by the Contractor and/or subcontractor.
- 14.4 The Contractor is responsible for establishing an accounting system that will adequately track and monitor the direct purchases made by the Owner. The determination of the adequacy of the accounting system shall be mutually agreed upon between the Contractor and the Owner. The system developed by the Contractor shall track and monitor that materials purchased (and shall adequately identify the same), costs, tax savings, and such other charts of accounts or information as may be reasonable requested by the Owner. The Contractor shall submit a monthly accounting report of this information with the Contractor's application for payment.
- 14.5 The Contractor shall provide all rough drafts of purchase orders to the Owner for processing in such time and sequence that the Work will not be impeded or delayed in any manner. Notwithstanding anything in this Article 10.3 to the contrary, the Contractor remains fully responsible under its Contract with the Owner, and the implementation of this direct purchase program shall not be used in any manner by the Contractor to justify any delay unless such delay is a direct result of the Owner's failure to comply with the terms of the Direct Owner Purchase Program through no fault of the Contractor. Should a delay be incurred that is not the result of the Owner's failure, as stated above, the Contractor shall be held accountable for such a delay. The Contractor, for \$10.00 and other valuable consideration, the adequacy of receipt of which is hereby acknowledged and deemed to be sufficient, does hereby release, waive and hold harmless the Owner from and against any claim for damages, acceleration damages, or any other matter, claim or damage that may arise from or be related to in any way the Owner's Direct Purchase Program to the extent stated herein.
- 14.6 The Contractor shall be responsible for all purchases in the same manner as if the Contractor had purchased the items, inclusive of managing the warranties for the Owner. The Contractor shall cooperate with the Owner

and take all action necessary to assure that all warranties with respect to any materials or equipment which may be available from any vendor are passed-through to the Owner.

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

ARTICLE 15 – TERMS

- 15.1 Limitation of Liability. The Owner shall be liable only to the extent of its interest in the Project, and no officer, director, partner, agent or employee of the Owner shall ever be personally or individually liable with respect to this Agreement or the Work. Any subcontract entered into by the Contractor shall include the forgoing limitation, which shall be effective in the event the Owner ever succeeds to the Contractor's rights and obligations under a subcontract.
- 15.2 Unless the context of this Agreement otherwise clearly requires, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the terms "hereof", "herein", "hereunder", and similar terms in the Contract Documents refer to the Contract Documents as a whole and not to any particular provision thereof, unless stated otherwise.
- 15.3 Gender. Unless the context clearly indicates to the contrary, pronouns having a neuter, masculine or feminine gender shall be deemed to include the others.
- 15.4 Entire Agreement. This Agreement and the Construction Documents incorporated herein by reference constitute the entire Agreement between the parties with respect to the matters covered by this Agreement. All prior negotiations, representations and agreements not incorporated in this Agreement are cancelled. This Agreement can be modified or amended only by a written document duly executed by the parties or their duly appointed representative.
- 15.5 Binding Effect. Each and all of the covenants, terms, provisions and agreements contained in this Agreement shall be binding upon and inure to the benefits of the parties and their respective assigns, successors, subsidiaries, affiliates, holding companies and legal representatives, as allowed in this Agreement.
- 15.6 Notices. All notices shall be in writing, and may be served by (a) depositing the same in the United States mail addressed to the party to be notified, postpaid, and registered or certified with return receipt requested, (b) by delivering the same in person to such party, (i) personal delivery, or (ii) overnight courier, or (c) by facsimile transmission provided that a copy is sent on the same day, by 5 p.m., by either of the methods described in (a) or (b). Notice deposited in the mail shall be deemed to have been given on the third day next following the date postmarked on the envelope containing such notice, or when actually received, whichever is earlier. Notice given

in any manner shall be effective only if and when received by the party to be notified. All notices to be given to the parties shall be sent to or delivered at the addresses or facsimile numbers set forth below:

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

Contractor: Bill Bryant & Associates, Inc.
Mr. William D. Bryant, President
1550 Old Dixie Highway
Vero Beach, FL 32960
Telephone: 772-567-0045

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

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

is in addition to and cumulative of any and all rights, powers, remedies, benefits and privileges available to such party under all other provisions of this Agreement, at law or in equity.

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

performance as soon as reasonably possible and diligently pursues such performance.

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

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

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

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

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
- (b) Have not, within a five-year period preceding the issuance of RFQ **#08-0-2019JC** been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
- (c) Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).

- (d) Have not within a five-year period preceding the issuance of RFQ **#08-0-2019JC** had one or more public transactions (federal, state or local) terminated for cause or default.

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

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

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

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

Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

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

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

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 701 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by

grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).

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

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

ARTICLE 16 - PROJECT SIGNAGE

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

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

OWNER: SCHOOL BOARD OF
INDIAN RIVER COUNTY

CONTRACTOR: BILL BRYANT &
ASSOCIATES, INC.

By Laura Zorc
School Board Chairman
Mrs. Laura Zorc

By William D. Bryant
Mr. William D. Bryant, President

Attest: Mark J. Rendell
Superintendent
Dr. Mark J. Rendell
(SEAL)

Attest: Gloria Cutting
(CORPORATE SEAL)

Address for giving notices

Address for giving notices
1550 Old Dixie Highway
Vero Beach, FL 32960

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

License No. CGC017811

[Signature]
School Dist. Attorney

Agent for service of process:

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

SINGLE POINT OF ENTRY – VBHS FRESHMAN LEARNING CENTER
For The School Board of Indian River County Project No. SDIRC 08-0-2019JC

Exhibit A

Owner Direct Material/Equipment Purchase Program

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADDENDUM TO VENDOR'S AGREEMENT
BETWEEN
THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA
AND BILL BRYANT & ASSOCIATES, INC.

This Addendum is incorporated within the VENDOR'S Agreement between THE SCHOOL BOARD OF INDIAN RIVER COUNTY, FLORIDA (hereafter referred to as "SCHOOL BOARD") and **Bill Bryant & Associates, Inc.** (hereafter referred to as "VENDOR").

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

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

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

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

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

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

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

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 2 Pages

TO OWNER:
School Board Of Indiana River County
6500 57th Street
Vero Beach FL 32967

PROJECT: **17TPA-014**
BEACHLAND E.S. BLDGS
200,600, & 700

APPLICATION NUMBER: **#2 REVISED**
 PERIOD TO: **2-Jan-19**
 HRI PROJECT NOS: **1821**
 CONTRACT NO: **ITB #14-B-060-DW**
 APPLICATION DATE: **2-Jan-19**
 CONTRACT DATE: **22-May-18**

FROM CONTRACTOR:
 Hamilton Roofing Inc
 4000 Dixie Hwy
 Malabar, FL 32950

VIA ARCHITECT:
 REI Engineers

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached.

1 ORIGINAL CONTRACT SUM.....	299,195.00
2 Net change by Change Orders	59,933.69
3 CONTRACT SUM TO DATE (Line 1 +/- 2) 2)	239,261.31
4 TOTAL COMPLETED & STORED TO DATE	239,261.31
(Column G on G703)	
5 RETAINAGE	
a. 10 % of Completed Work	0.00
(Columns D + E on G703)	
b. % of Stored Material	0.00
6 TOTAL EARNED LESS RETAINAGE	239,261.31
(Line 4 less Line 5 Total)	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT	180,769.99
8 CURRENT PAYMENT DUE	58,491.32
9 BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	
	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	49,459.00	108,910.80
Total approved this Month /	431.20	913.09
TOTALS	49,890.20	109,823.89
NET CHANGES by Change Order	49,890.20	109,823.89

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

MELANIE ANN CHOATE
 MY COMMISSION # FF975020
 EXPIRES March 24, 2020
 (407) 388-0153 FloridaNotaryService.com

Contractor: Hamilton Roofing, Inc.

By: [Signature] Date: 1-16-19
 State of Florida County of Brevard

Subscribed and sworn to before me this 16th day of Jan, 2019.

Melanie Ann Choate
 Notary Public My Commission Expires: 3-24-20

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ **58,491.32**

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.

ARCHITECT: [Signature] Date: 1/16/2019

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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Requisition Requiring Board Approval for a Purchase Exceeding \$50,000

No.	Cost Center	Req. No. and Date	School/Dept	Authority for Issuance of Purchase Order	Vendor	Dollar Amount	Description
1.	4000	4021302 01/16/2019	Food and Nutrition Services	Palm Beach County Schools Bid #18C-16L, Section II Equipment with Installation.	Milo Food Service Equipment	\$99,550.88	Purchase of New Kitchen Equipment for the VBHS Freshman Learning Center Kitchen Equipment

MILO EQUIPMENT FOR FLC

Requisition # 4021302 **PO #** N/A **Author** Iglesias Regueyra, Susan **Vendor** V083445 MILO FOOD SERVICE EQUIPMENT DIST. INC. 477 VIA HERMOSA WEST PALM BEACH, FL 33415 **Vendor Contact** PH:561-723-7193 **Terms & Conditions** N/A

Deadline Date N/A

PO Status Open **Request Type** Standard **Request Date/Status** 01/16/2019 15:26:12 **Order Contact** BRENO MARINEZ **Center/School Contact** TRACY SIMONTON **Deliver To** 4000 : FOOD SERVICE

Requesting Facility 4021 : FRESHMEN L/C FOOD SERVICE **Buyer** VS - Sidles, Vicki M

Line Items

Ref. #	Item #	Description	Qty	UOM	Unit Price	Amount	Shipping	Receivers	
1	SCS-30	DELFIELD CASHIER'S COUNTER	1.00		3584.24	3584.24			Asset Info
1	SCSC-60-B	DELFIELD REFRIGERATED COLD PAN SERVIN	1.00		8338.44	8338.44			Asset Info
1	DCFSFS	DELFIELD CUSTOM DCFSFS FLEXIBLE SHIELD	1.00		4011.48	4011.48			Asset Info
1	SH-4-NU	DELFIELD FOUR WELL HOT FOOD COUNTER	1.00		10080.84	10080.84			Asset Info
1	DCFSFS	DELFIELD CUSTOM DCFSFS FLEXIBLE SHIELD	1.00		4433.88	4433.88			Asset Info
1	SC-50-NU	DELFIELD ALL PURPOSE COUNTER	1.00		7314.56	7314.56			Asset Info
1	DCFSFS	DELFIELD CUSTOM DCFSFS FLEXIBLE SHIELD	1.00		3718.88	3718.88			Asset Info
1	SH-4-NU	DELFIELD FOUR WELL HOT FOOD COUNTER	1.00		11548.24	11548.24			Asset Info
1	DCFSFS/DCFSSS	DELFIELD CUSTOM DCFSFS FLEXIBLE SHIELD	1.00		4651.68	4651.68			Asset Info
1	SCSC-74-B	DELFIELD REFRIGERATED COLD PAN SERVIN	1.00		10366.84	10366.84			Asset Info
1	DCFSFS	DELFIELD CUSTOM DCFSFS FLEXIBLE SHIELD	1.00		4852.76	4852.76			Asset Info
1	SCS-30	DELFIELD CASHIER'S COUNTER	1.00		3584.24	3584.24			Asset Info
1	DLIR-SS	REACH IN REFRIGERATOR, 1 SECTION, FULL	1.00		6068.40	6068.40			Asset Info
1	DLIR-SS	REACH IN REFRIGERATOR, 1 SECTION, FULL	1.00		6068.40	6068.40			Asset Info
1	DL1W-SS	PASS THRU WARMER, 1 SECTION, FULL DOO	1.00		5464.00	5464.00			Asset Info
1	DL1W-SS	PASS THRU WARMER, 1 SECTION, FULL DOO	1.00		5464.00	5464.00			Asset Info
Total						99,550.88			

Allocations

Ref. #	Facility	Department	Fund	Function	Object	Project	Program	Budgeted	Committed	Encumbered	Expended	Balance	Amount
1	4000 ...	21 : FRES...	410 : ...	7600 : ...	6410 ...	4024 ...		150,000.00	109,387.98	0.00	0.00	40,612.02	99550.88
Total												99,550.88	

Files (Drag files to upload)

MILO-CONTINENTAL EQPMT 110918 FLC.pdf (0.45)

MILO-DELFIELD EQPMT 121818 FLC.pdf (0.45)

Comments

1/16/19 10:50am Susan Iglesias Regueyra: ITEM DCFSSS \$640.20 NOT INCLUDED IN THIS OBJECT (AMOUNT LESS THAN \$1000.00)

1/16/19 2:01pm Susan Iglesias: ITEM DCFSSS ADDED WITEM DCFSSS

Comments for vendor

AS PER PALM BEACH CO SCHOOLS BID #18C-16L, SECTION II EQUIPMENT WITH INSTALLATION. BID EXPIRES 10.30.2020.

Req 218

V083945

P.1

Milo Food Service Equipment Dist. Inc.
477 Via Hermosa
West Palm Beach, FL 33415
PH: 561-723-7193

12-18-18

Attn: Breno Marinez

From: Mike, Milo Food Service Equipment Dist. Inc.

Re: Delfield Serving Line Equipment: Freshman Learning Center

*Pricing Per Palm Beach Bid 18C-16L (Attached)

Section II: Equipment With Installation

* Item 32:

Qty	Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
1	Delfield Cashier's Counter, SCS-30, Per Delfield List Price Quote (Item 1) (See Delfield Quote For All Details)	\$8146.00	\$6435.34	\$3584.24	\$3584.24
1	Delfield Refrigerated Cold Pan Serving Counter, SCSC-60-B, Per Delfield List Price Quote (Item 3) (See Delfield Quote For All Details)	18951.00	14971.29	8338.44	8338.44
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 3A- To Be mounted on Item 3) (See Delfield Quote For All Details)	9117.00	7202.43	4011.48	4011.48
1	Delfield Four Well Hot Food Counter, SH-4-NU, Per Delfield List Price Quote (Item 4) (See Delfield Quote For All Details)	22911.00	18099.69	10080.84	10080.84
1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, Per Delfield List Price Quote (Item 4A- To Be mounted on Item 4) (See Delfield Quote For All Details)	10077.00	7960.83	4433.88	4433.88

SEE NEXT PAGE

Qty	Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
✓ (1)	Delfield All Purpose Counter SC-50-NU ✓ Per Delfield List Price Quote (Item 5) (See Delfield Quote For All Details)	\$16624.00	\$13132.96	\$7314.56	\$7314.56
✓ (1)	Delfield Custom DCFSFS Flexible Shield, DCFSFS, ✓ Per Delfield List Price Quote (Item 5A- To Be mounted on Item 5) (See Delfield Quote For All Details)	8452.00	6677.08	3718.88	3718.88
✓ (1)	Delfield Four Well Hot Food Counter, SH-4-NU, ✓ Per Delfield List Price Quote (Item 6) (See Delfield Quote For All Details)	26246.00	20734.34	11548.24	11548.24
✓ 1	Delfield Custom DCFSFS Flexible Shield, DCFSFS, ✓ Per Delfield List Price Quote (Item 6A- To Be mounted on Item 6) (See Delfield Quote For All Details)	9117.00	7202.43	4011.48	4011.48
(1)	Delfield Custom DCFSSS Glass Front Food Shield, DCFSSS, Per Delfield List Price Quote (Item 6B- To Be mounted on Item 6) (See Delfield Quote For All Details)	1455.00	1149.45	640.20	640.20
✓ (1)	Delfield Refrigerated Cold Pan Serving Counter, SCSC-74-B, ✓ Per Delfield List Price Quote (Item 7) (See Delfield Quote For All Details)	23561.00	18613.19	10366.84	10366.84
✓ (1)	Delfield Custom DCFSFS Flexible Shield, DCFSFS, ✓ Per Delfield List Price Quote (Item 7A- To Be mounted on Item 7) (See Delfield Quote For All Details)	11029.00	8712.91	4852.76	4852.76

4,651.68

SEE NEXT PAGE

Qty	“Additional Manufacturer/ Info.	Price	Unit	*Unit	Total
1	Delfield Cashier’s Counter, SCS-30, Per Delfield List Price Quote (Item 8) (See Delfield Quote For All Details)	\$8146.00	\$6435.34	\$3584.24	\$3584.24
*	Warranty Per Item Per Delfield List Price Quote: 1 Yr Parts/Labor, 5 Year Compressor Only (See Delfield Quote For All Details)				INCL

Grand Total: \$76486.08

*Unit price includes additional educational discounts, all freight charges, receive, uncrate, inside delivery and installation per bid

* Final Utilities Connections(Electrical and Plumbing) to be by SLCSO or their electrical and plumbing contractor)

***Estimated** lead time 8-10 weeks to ship from factory (Factory Shutdown For Holidays Not Included)

Milo Food Service Equipment Dist. Inc.
 477 Via Hermosa
 West Palm Beach, FL 33415
 PH: 561-723-7193
 FAX: 561-880-6992

11-9-18
 Attn: Breno Martinez
 From: Mike, Milo Food Service Equipment Dist. Inc.
 Re: FLC Equipment: Reach ins
 Per PECSD Bid #18C-16L
 Section II: Equipment With Installation
 Item 28:

Qty	Item	List Price	Unit	*Unit	Total
✓ 1 x 1	Reach In Refrigerator, 1 Section, Full Doors, Item 1 Continental, # DL1R-SS, per specifications w/ S/S Door Liners/Door Jambs 115V (Please see Factory List Details Page For all details)	\$15171.00	\$11985.09	\$6068.40	\$6068.40
✓ X	Reach In Refrigerator, 1 Section, Full Doors, Item 2 Continental, # DL1R-SS, per specifications w/ S/S Door Liners/Door Jambs 115V (Please see Factory List Details Page For all details)	15171.00	11985.09	6068.40	6068.40
✓ 1 x 1	Pass Thru Warmer, 1 Section, Full Doors, Item 3 Continental, # DL1W-SS, per specifications w/ S/S Door Liners/Door Jambs 115V (Please see Factory List Details Page For all details)	13660.00	10791.40	5464.00	5464.00

SEE NEXT PAGE

Qty	Item	List Price	Unit	*Unit	Total
X	Pass Thru Warmer, 1 Section, Full Doors, Item 4 Continental, # DL1W-SS, per specifications w/ S/S Door Liners/Door Jambs 115V (Please see Factory List Details Page For all details)	13660.00	10791.40	5464.00	5464.00

Grand Total: \$23064.80

*Unit price includes additional educational discounts, all freight charges,
and inside delivery and installation per bid

*Electrical connections/Upgrades(if applicable) by SLCS D

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

THIS AGREEMENT, entered into this 22nd day of January 2019, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and BrightView Landscape Services, Inc. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

1. SCOPE OF WORK

Nature of Contracted Services: Landscape Services: Mowing, Trimming, Weed control, Enhancements pursuant to the FAU bid #16T-634.

Anticipated Outcome of Contracted Services: Landscape Services: Mowing, Trimming, Weed control, Enhancements pursuant to the FAU bid #16T-634

Location of Contracted Service: **500 Acres at 27 District Sites per attached RFP 15-0-2018JC.**

Date(s)/Hours of Service: **Weekends and After-Hour per attached Mow Schedule**

2. TERM OF AGREEMENT -

The **Contractor** shall commence performance of the Agreement on the 2nd day of March 2019, and shall complete performance to the satisfaction of the Superintendent no later than the 31st day of August 2019. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

3. COMPENSATION

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount not to exceed \$ 296,208.00 which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

4. PAYMENT SCHEDULE

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

- Lump sum payment in the amount of \$ _____ upon completion of services and District-approved invoice
- Partial payments after District-approved invoice(s).

- See payment schedule hereto attached and incorporated into this Agreement.
- Payment of District-approved invoice(s).

5. REGULATIONS & ORDINANCES

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

6. GOVERNING LAW; VENUE

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

7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

8. DUTY TO DEFEND

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

9. CANCELLATION / TERMINATION

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

10. EQUAL EMPLOYMENT OPPORTUNITY

Contractors awarded contracts involving Federal Funds in excess of \$10,000 must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by

Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

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

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

12. PATENTS, COPYRIGHTS AND ROYALTIES

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

13. BACKGROUND SCREENING REQUIREMENTS

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

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

A non-instructional **Contractor** who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying

information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice.

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

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

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

15. COMPLIANCE WITH BOARD POLICIES

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

16. ASSIGNMENT

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

17. DEBARMENT

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

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

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

18. DAVIS-BACON ACT LABOR STANDARDS

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

19. CONDUCT WHILE ON SCHOOL PROPERTY

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

20. NO WAIVER

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

21. NON-DISCRIMINATION

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

22. NO TAXES

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

23. WRITTEN NOTICE DELIVERY

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

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

Contractor/Vendor **BrightView Landscape Services, Inc.**
Contact's Name/Title **Attn: Jason Synowski/ Branch Manager**
Address: **6350 9th Street**
 Vero Beach FL 32968

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

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

With a copy to:

Department _____
 Department Director _____
 Address: _____

And a copy to:

Department **Purchasing**
 Department Director **Attn: _____**
 Address: **6055 62nd Avenue**
 Vero Beach, FL 32967

24. INSURANCE REQUIREMENTS

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



Contract Number

(For Procurement Use Only)

VENDOR/CONTRACTOR

THE SCHOOL BOARD OF INDIAN RIVER COUNTY,
FLORIDA

BrightView Landscape Services, Inc.
Company Name

The School Board of Indian River County, Florida

Signature of Vendor/Contractor

Signature of Chairman, School Board of Indian River County, FL

Charles Gonzalez
Printed Name of Vendor/Contractor

Laura Zorc, Chairman
Printed Name of Chairman, School Board of Indian River County, FL

January 21, 2019
Date

1/29/2019
Date

6350 9th Street Vero Beach FL 32968
Address

6500 57th Street
Address

772-220-3676
TELEPHONE / FAX NUMBER

Charles.Gonzales@Brightview.com
CONTACT EMAIL ADDRESS

Vero Beach, FL 32967

FEIN (BUSINESS) 95-4194223

SS# (INDIVIDUAL) _____

Contract Number

(For Procurement Use Only)

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**Cost Schedule- Indian River Schools
BrightView Landscape Services
P.O March 2019-August2019**

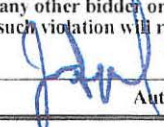
Month	Mows/Trim/Weed Control				
		Services per Month		Fee Per Cut	Monthly Cost
March		2		\$16,456.00	\$32,912.00
April		2		\$16,456.00	\$32,912.00
May		3	Holiday weekend	\$16,456.00	\$49,368.00
June		4		\$16,456.00	\$65,824.00
July		3		\$16,456.00	\$49,368.00
August		4		\$16,456.00	\$65,824.00
Total 6 Month					\$296,208.00

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COPY

SDIRC 15-0-2018JC

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Department of Purchasing and Warehousing 6055 62 ND Avenue • Vero Beach Florida 32967 (772)-564-5045		Request for Proposal Bidder Acknowledgement	
BID NO. SDIRC 15-0-2018JC		DATE: 12/14/2017	
BID TITLE: RFP for Lawn Maintenance Districtwide		PAGE 1 OF 35	
BIDS MUST BE RECEIVED NO LATER THAN 2:00 P.M. <u>January 25, 2018</u> AT WHICH TIME BIDS WILL BE OPENED			
Vendor Name: Bright View Landscape Services, Inc.		Terms: Bidder see PP3- General Conditions	
Mailing Address: 6350 9th Street		F.E.I.D. No. (S.S. #) 95-4194223	
City - State - Zip Code: Vero Beach FL 32968		Delivery 1 calendar days after receipt of order.	
Area Code/Telephone Number: 772 257 3331		Toll Free Number:	
Vendor E-Mail Address: Jason.Synowski@Brightview.com		Fax Number: 772 461 7869	
Vendor Web Address: www.brightview.com			
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).			
 Authorized Signature (Manual)		Jason Synowski, Branch Manager Authorized Signature (Type or Printed) and Title	

This Request for Proposal, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Indian River County, Florida, hereinafter called the BOARD.

SEALED BIDS: Sealed bids will be received in the Department of Purchasing and Warehousing until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County, Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967. Outside of envelope shall plainly identify bid by: VENDOR'S NAME, BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Warehousing on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed Invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein, all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

- EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.
- NO BID:** If not submitting a bid, please respond by returning STATEMENT OF NO BID, page 2a with reason(s) indicated. Repeated failure to quote without sufficient justification may be cause for removal of a Bidder's name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a "statement of no bid" and be received no later than the stated bid opening date and hour.

- PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

- TAXES:** The School Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
- MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- Bidder warrants by virtue of bidding that prices shall remain firm for a minimum of ninety (90) days from the date of Board approval or time stated in special conditions.
- THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.

Initials 

- e. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- f. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination testing where such has been established by U.L. for the items offered and furnished.
4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Board's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and or detailed specifications on items bid. The Board shall be the sole judge concerning the merits of bid submitted.
- Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Deviations require complete descriptive technical literature marked to indicate detail(s) conformance with specifications
6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and or replacements immediately upon receiving notice from the Board.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
- a. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967.
- b. When required, the Board may request full demonstrations of any unit(s) bid prior to the award of any contract
- c. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Board.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Board will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and or services supplied to the Board is found to be defective or does not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
11. **MANUFACTURER'S CERTIFICATION:** The Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal
12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at www.indianriverschools.org.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 1990 25th street, Vero Beach, FL 32960, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate
- The MSDS must include the following information:
- a. The chemical name and the common name of the toxic substance.
- b. The hazards or other risks in the use of the toxic substance, including:
- (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- d. The emergency procedure for spills, fire, disposal and first aid
- e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
- Any questions regarding this requirement should be directed to: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303. Telephone: 800-241-1754. www.epa.gov/region4/divisions/index.html
14. **OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School District of Indian River County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of (5%) or more in the bidder's firm or any of its branches
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Board occasioned by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid, further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **Taxes:** The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales [Tax Exemption Certificate](#) No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.
25. **PAYMENT:** Payment will be made after the items services awarded to a vendor have been received, completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
26. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
27. **JESSICA LUNSFORD ACT:** Effective September 1, 2005, a new law involving all school district vendors goes into effect. The new law, known as the Jessica Lunsford Act, requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked. See attachment explaining the requirements of the Jessica Lunsford Act.

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REQUEST FOR PROPOSAL

1.0 INTRODUCTION

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. The District is seeking qualified lawn care companies or a single company to provide labor, materials, services, skills, supervision and necessary tools and equipment to maintain customer's landscape in an attractive, safe condition throughout the contract period. Qualified companies must have the capability to perform and complete the services in all aspects with this RFP solicitation. Pricing shall include all labor, supervision, equipment, machinery, tools, materials, transportation, and services necessary for grounds maintenance to all locations within the district. Scope shall include tasks such as mowing all common areas around buildings, mowing field areas, mowing perimeter of retention ponds, weed-eating, edging, sidewalks & flower beds, hedge trimming, blowing off sidewalks & parking lots, weed killing, removal of debris from trees such as falling and dead limbs and all other tasks associated with commercial lawn care.

- 1.1 To All Bidders: it is your responsibility to verify that no addenda have been issued prior to the bid opening. All addenda will be posted on our webpage at <https://www.indianriverschools.org/current-bids-rfps> and mailed to all known vendors in our database. Failure to verify and acknowledge any addenda may result in the rejection of your bid.

2.0 NON MANDATORY PRE-BID MEETING

December 20, 2017 at 10:00 AM
 School District of Indian River County SSC
 6055 62nd Ave.
 Vero Beach, FL 32967

Site Visits will be January 2nd through January 4th. Contact Robert Michael at (772) 925-9120 for scheduling.

3.0 CONE OF SILENCE

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:

- a. A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
- b. A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.

Unless specifically provided otherwise in the applicable IFB, RFP, RFQ or ITN, the cone of silence does not apply to the following:

- a. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- b. Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or

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the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

The cone of silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

4.0 **TIME SCHEDULE**

The District will use the following time line. Dates are subject to change if necessary.

- 12.14.2017 Release
- 12.17.2017 Legal Advertisement
- 12.20.2017 Non-Mandatory Pre-Bid Meeting (10:00 am)
- 01.25.2018 Proposals due no later than **2:00 p.m.**
- 02.27.2018 Recommendation to the Board

A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

5.0 **BIDDER'S QUALIFICATIONS AND RESPONSIBILITIES**

5.1 Bidder shall be capable to provide employees that can be processed through the FDLE Level II background checks. Bidders are advised that they are responsible to ensure that no employees or subcontractors used by their firm have been convicted or are currently under investigation for crimes against children in accordance with FS 435.04.

5.2 The vendor shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.

5.3 The vendor shall, and in addition to all other guarantees, be responsible for faulty labor and/or workmanship and shall promptly correct improper work, without cost to the District, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the vendor fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the vendor shall be fully liable for all costs and expense reasonable, incurred by the Owner.

6.0 **BID SECURITY BOND** - not applicable for this project.

7.0 **PERFORMANCE AND PAYMENT BOND** - not applicable for this project.

8.0 **DELIVERY – if necessary**

Delivery of materials shall be FOB destination to the site specified on the purchase order.

9.0 **AWARD**

9.1 The School district of Indian River County reserve the right to award this Request for Proposal to either a single vendor for districtwide services or to two vendors splitting the district into two geographical areas. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price, proven experience, equipment and personnel to effectively maintain sites/campuses, and recent projects/references.

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- 9.2 The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.
- 9.3 The School District encourages participation of minority businesses.
- 10.0 **TERM OF CONTRACT** The term of the contract shall be from **February 27, 2018 to February 26, 2019** and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the bid.
- 11.0 **TERMS AND CONDITIONS**
Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of sixty (60) days, to provide the School District with the services specified in the proposal.
- 11.1 The School Board has the right to cancel this RFP, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.
- 11.2 The School Board reserves the right to reject any or all proposals, to request clarification of information submitted in any proposal, and to request additional information from any proposer and to select the bidder(s) on the basis of what the Evaluation Team determines to be in the best interest of the School District.
- 11.3 Additional Terms - No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.
- 11.4 Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 119.071(1)(b)).
- 12.0 **VENDOR'S RESPONSIBILITIES**
- 12.1 The new uniform statewide badge is to be worn in plain sight at all times while on campus. This applies to all subcontractors as well.
- 12.2 The successful bidder (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 12.3 The vendor acknowledges that work will be performed only after receipt of a written purchase order.
- 12.4 The vendor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
- 12.5 The vendor shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

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- 12.6 The vendor shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while vendor's equipment is located on any school district site.
- 12.7 The vendor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 12.8 The vendor shall have an English-speaking, licensed (State of Florida or Indian River County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- 12.9 The vendor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- 12.10 Pursuant to Board Rule 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
- 12.11 Pursuant to Board Rule 7217 the possession of any weapon will not be tolerated on school district property. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.
- 13.0 **TRENCH SAFETY ACT – FL 553.60-553.64 (if applicable)**
The Contractor (and all subcontractors) affirms by submittal of response to this RFP and **Attachment E “Trench Safety Act – Compliance Form”**, they are aware and will comply with all applicable trench safety standards. Such assurance shall be legally binding on all persons employed by awarded Contractor and their subcontractors. The Contractor is obligated to identify the anticipated method and cost of compliance with the applicable trench safety standards.
- Contractor acknowledges that included in the various items of this RFP and in the total RFP price are costs for complying with the Florida Trench Safety Act. These items are a breakout of the respective compliances and **will not be paid separately**. They are not to be confused with RFP items in the schedule of prices, Bid Summary Page, **nor be considered additional Scope of Work**.
- 14.0 **INSTRUCTIONS TO PROPOSERS**
All proposals must be prepared and submitted in accordance with the instructions provided in this RFP.

All proposals shall be sent to:

**School District of Indian River County
Support Service Complex
Attn: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967**

PLEASE NOTE IF YOU ARE HAND-DELIVERING A BID, THIS ADDRESS DOES NOT SHOW ACCURATELY ON A GPS. SEE ATTACHMENT “D” FOR DIRECTIONS TO OUR NEW FACILITY.

- 14.1 **To All Bidders:** it is your responsibility to verify that no addenda have been issued prior to the bid

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opening. All addenda will be posted on our webpage at <https://www.indianriverschools.org/current-bids-rfps>. Failure to verify and acknowledge any addenda may result in the rejection of your bid.

- 14.2 If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delivered to a location other than as specified in Section 14.0 will not constitute receipt. Any proposals received after the stated time and date will not be considered and will be returned unopened to the proposer. Faxed or emailed proposals will not be accepted.
- 14.3 One sealed original proposal with a manual signature and five (5) copies shall be submitted and clearly labeled "SDIRC 15-0-2018JC Lawn Service Districtwide" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
- 14.4 Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company. In addition to this signature, every page of this RFP must be initialed and returned with the proposal.
- 14.5 This document and three copies constitute the complete set of specifications, requirements and/or proposal forms.
- 14.6 Respondents shall not be allowed to modify their proposals after the opening time and date.
- 14.7 This is a Request for Proposals; therefore the School District of Indian River County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 14.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 14.9 All proposals received in response to this RFP become the property of the School District. In the event a contract is awarded to the proposing firm, all documentation, regardless of media format, produced as a result of the contract will become the property of the School District.

15.0 **EVALUATION**
 The Evaluation Team will evaluate each proposal on its own merit and recommend firm(s). It is and shall be understood and agreed that the decision of the School District after evaluation shall be final. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same requirement. The evaluation process shall consist of reviewing the written proposals and may include the interviewing and inspection of certain firms by the Evaluation Team as deemed appropriate.

16.0 **SELECTION CRITERIA**
 The Evaluation Team will use the criteria enumerated below to review all proposals. Points will be awarded as follows:

	<u>Points</u>
• Price/Fees	35
• Qualifications/Experience of Firm	30
• Equipment / Personnel	30
• Litigation	<u>5</u>
TOTAL	100

Each firm will be ranked on an analysis of the following:

- 17.1 Price/Fees – Maximum 35 points for the firm with the lowest price for the entire scope of work.

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- 17.2 Qualifications/Experience of Firm – Maximum 30 points for presented documentation of specialized experience in areas represented by a specified project, past performance with other clients and the number, size and relevance of previous projects and adequacy of staff in size, availability and experience.
- 17.3 Equipment / Personnel – Maximum 30 points to firms for the submittal of documentation submitted on total equipment used by vendor for specified project and adequacy of staff in size, availability and experience.
- 17.4 Litigation – Maximum 5 points; firms must submit information on all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims of amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount and whether the award was for or against the bidder.
- 17.0 **SHORT-LIST** – not applicable for this project.

18.0 **RFP INQUIRIES**

In order to maintain a fair and impartial competitive process, the School District must avoid private oral communications with prospective proposers during the proposal preparation and evaluation period. Prospective proposers may not contact the evaluation team but may pose questions in writing during this period. Inquiries may be received by mail, fax or email no later than **5:00 p.m. January 12, 2018**. All proposers will be furnished in writing with both the questions and the response to any inquires (other than administrative or procedural details). Send all email inquiries to both email addresses shown below.

Jeff Carver, Director of Purchasing
 Support Services Complex
 6055 62nd Avenue
 Vero Beach, FL 32967
 Tele: (772) 564-5050 Fax: (772) 564-5048
Jeffrey.Carver@indianriverschools.org

- 18.1 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.
- 18.2 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where proposal documents are posted and also on the Purchasing Department's website; <https://www.indianriverschools.org/current-bids-rfps>.
- 18.3 No addenda will be issued later than five (5) calendar days prior to the date for receipt of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 19.0 **INDULGENCE**
 Indulgence by the School District of Indian River County on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.
- 20.0 **CORRECTIONS**
 All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.

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- 21.0 **DEFAULT**
 23.0 In the event that the awarded firm should breach this contract, the School District of Indian River County reserves the right to seek all remedies in law and/or in equity.
- 23.0 **VENDOR GUIDELINES**
 23.1 This section addresses the bidder guidelines in the preparation and submission of responses to this bid.
 23.2 The District will evaluate each bid on its own merit and discuss its findings with its management. It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final.
 23.3 The vendor's response to the bid, along with any addenda, shall upon award, be an addendum to the contract.
 23.4 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
 23.5 Before submitting a quote, bidder should become familiar with any local conditions which may, in any manner, affect the work to be done or effect the equipment, materials, labor and services required. The bidder is also required to carefully examine the specifications and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
 23.6 Proposals shall not be considered if the bidder cannot meet the special conditions contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance of performance. The School Board shall be the sole judge of the adequacy of alternative provisions for the required degree of assurance of performance.
- 24.0 **LICENSES, PERMITS AND INSPECTIONS**
 24.1 The bidder shall be licensed in Indian River County and/or the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489 and any other license applicable to perform these services. Licenses must be valid at the time of the bid opening. A copy must be provided with the bid response and updated annually.
 24.2 Contractor shall notify the School District of Indian River County if any change occurs in regards to licenses.
 24.3 Prior to the commencement of work, awarded vendors shall obtain a building permit for each project performed from the District's Department of Building Standards and Code Compliance; vendor shall comply with all requirements and each project is subject to inspections. Contact this department at 772-564-5020 to obtain building permits at no charge.
 24.4 The contractor shall notify the District's Department of Building Standards and Code Compliance of job progress and make a request for inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved as per school district building official.
 24.5 Completion of contract shall be defined as final inspection and subsequent sign-off by SDIRC'S Building Official, on all work as satisfactory and acceptable to the District.
- 25.0 **CONSTRAINTS**
 Includes, but not limited to, all applicable state laws and Department of Education Regulations.
- 26.0 **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT**
 26.1 All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions,

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for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

- 26.2 This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

27.0 **FUNDING OUT, TERMINATION, CANCELLATION – not applicable for this project**

- 27.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

- 27.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.

- 27.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

- 27.4 The Board may, during the contract period, terminate or discontinue the services covered in this RFP for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section.

- 27.5 Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the successful proposer. No contract will be considered that does not include this provision for "funding out".

28.0 **ASSIGNMENT**

The successful bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

29.0 **PUBLIC ENTITY CRIMES**

- 29.1 In compliance with Florida Public Entity Crime Status (Section 287.132,133), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

- 29.2 The proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

30.0 **DRUG-FREE WORKPLACE**

Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Attached is the drug-free workplace certificate form (**Attachment A**) to be submitted with bid or shall be submitted within three (3) days upon request.

31.0 **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids

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on leases of real property to a public entity, may not award or perform work as a contractor, supplier, sub-contractor or consultant under contract with any public entity, and may not transact business with any public entity.

32.0 **LEGAL REQUIREMENTS**

32.1 Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

32.2 Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the contractor shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Contractor shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

32.3 Vendors doing business with the School District of Indian River County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age or disability with regard to but not limited to the following: employment practices, rates of pay or other disability compensation methods, and training selection.

33.0 **FEDERAL AND STATE TAX**

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with County, nor shall any vendor/proposer be authorized to use the County's Tax Exemption Number in securing such materials.

34.0 **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

Pursuant to School Board Rule 1113, it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

35.0 **PUBLIC RECORDS LAW**

All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.

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- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

36.0 CANCELLATION / TERMINATION

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

37.0 INVOICES / PAYMENT

37.1 All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. If applicable, payments shall be based on percentage of completion with partial or complete release of liens. Invoices shall be in accordance to terms, conditions and prices found in SDIRC 2016-01. **Invoices will be sent once per month for this RFP.**

37.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.

37.3 Invoices shall not be submitted prior to final inspection by the Department of Building Standards and Code Compliance if a permit was issued.

38.0 INSURANCE

38.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.

38.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.

38.3 Vendor shall provide the School District of Indian River County with a Certificate of Insurance naming the District as "**named additional insured**", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.

39.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

39.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed

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to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

- 39.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.
- 40.0 **RIGHT OF REVIEW**
The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.
- 41.0 **DEBARMENT**
As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
- 41.1 By submitting a proposal, the vendor certifies, to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a federal department or agency.
 - b. Have not, within the preceding five year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
 - d. Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. Have not been debarred by the School Board pursuant to School Board policy 6320.
- 41.2 Contractor agrees to notify School Board within 30 days after the occurrence of any the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 43.1 a through e with respect to contractor or its principals.
- 42.0 **JESSICA LUNSFORD ACT**
- 42.1 On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background

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checked.

- 42.2 The Contractor will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Contractor or its personnel or subcontractors providing any services. The Contractor will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Contractor, its employees and subcontractors. The Contractor's employees and subcontractors shall display the issued uniform, statewide identification badge **in plain view** at all times while at a School Board facility. The parties agree that the failure of the Contractor to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, the Contractor agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Contractor's failure to comply with these requirements. Contractor shall require each of Contractor's subcontractors on the project to agree in writing to the provisions of this paragraph. Contractor's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as Contractor is in compliance with the provisions of this paragraph.
- 42.3 The cost of the background screening is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.
- 43.0 **POSTING OF RFP AND SPECIFICATIONS**
Request for Proposals with specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the Purchasing Department's website <https://www.indianriverschools.org/current-bids-rfps> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 44.0 **POSTING OF RFP TABULATIONS**
Request for Proposals tabulations with recommended award(s) will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 on or about **February 15, 2018** and also on the Purchasing Department's website <https://www.indianriverschools.org/current-bids-rfps> and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 45.0 **BID PROTEST**
- 45.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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- 45.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting the bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.
- 45.3 Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

SPECIFICATIONS

1.0 **SCOPE OF WORK**

This specification establishes the minimum requirements for grounds maintenance services for each location. The estimated districtwide aggregate acreage is approximately 500 acres. It is the vendors responsibility to verify precise acreage by site during site visits that will occur January 2, 2018 through January 4, 2018. The awarded vendor/vendors will provide services **thirty six (36) times per year**. The district reserves the right the increase or decrease the number of cuts per year. The awarded contractor will be responsible for furnishing all labor, supervision, tools, equipment and supplies necessary to provide complete grounds maintenance services to the following sites:

Adult Education (Tech Center)	1426 19th Street	Vero Beach	FL	32960
Alternative Education	4690 28th Court	Vero Beach	FL	32967
Beachland Elementary	3551 Mockingbird Lane	Vero Beach	FL	32963
Citrus Elementary	2771 Citrus Road	Vero Beach	FL	32968
Dodgertown Elementary	4350 43rd Avenue	Vero Beach	FL	32967
Fellsmere Elementary	50 N. Cypress St.	Fellsmere	FL	32948
Gifford Middle School	4530 28th Court	Vero Beach	FL	32967
Glendale Elementary	4940 8th Street	Vero Beach	FL	32968
Indian River Academy	500 20th Street SW	Vero Beach	FL	32962
Liberty Magnet	8955 85th Street	Sebastian	FL	32958
Osceola Magnet School	1110 18th Avenue SW	Vero Beach	FL	32962
Oslo Middle School	480 20th Ave SW	Vero Beach	FL	32962
Pelican Island Elementary	1355 Schuman Drive	Sebastian	FL	32958
Rosewood Magnet	3850 16th Street	Vero Beach	FL	32960
Sebastian Elementary	400 County Road 512	Sebastian	FL	32958
Sebastian River High School	9001 90th Ave.	Sebastian	FL	32958

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Sebastian River Middle School	9400 County Road #512	Sebastian	FL	32958
Storm Grove Middle School	6400 57th Street	Vero Beach	FL	32967
Treasure Coast Elementary	8955 85th Street	Sebastian	FL	32958
Vero Beach Elementary	1770 12th Street	Vero Beach	FL	32960
Vero Beach High School	1707 16th St.	Vero Beach	FL	32960
VBHS Freshman Learning Center	1507 19th St	Vero Beach	FL	32960
Wabasso School	8895 US# 1	Wabasso	FL	32970
Transportation	5235 41st St	Vero Beach	FL	32967
J.A.Thompson Administration	6500 57th St.	Vero Beach	FL	32967
Support Services Complex	6055 62nd Ave	Vero Beach	FL	32967
Care Here Medical Clinic	5575 41st St.	Vero Beach	FL	32967

2.0 **TERMS AND CONDITIONS**

- 2.1 In the event that the performance of the contractor is interrupted or delayed (i.e. rain), the contractor may be excused from performance for a period of up to two (2) working days unless otherwise agreed upon in writing by the school's representative and the Contractor.
- 2.2 Service will be paid based upon invoices submitted on a **monthly basis after work has been performed** and shall include all labor, supervision, tools, equipment and supplies necessary to provide the services listed within this RFP.
- 2.3 All personnel employed by the awarded contractor will be easily identified by a name badge and company Uniform. Contractor's employees shall conduct themselves in a professional manner at all times. Additionally, the contractor must certify that their company and its employees are drug-free. See **Attachment A**. Any additional costs incurred resulting from these requirements will be the responsibility of the awarded contractor.
- 2.4 The awarded vendor will be required to assure that all personnel assigned to this project do not possess criminal records or possess or use alcohol, drugs or any illegal substances while on school property.
- 2.5 The awarded vendor shall strictly prohibit interaction between their employees and the student population.
- 2.6 Unless stated otherwise, all items addressed in this RFP shall be completed during each visit, not extended over a period of days.
- 2.7 The District has developed a checklist for the school site showing the required function (mowing, edging, etc.) was satisfactorily completed for each visit. The checklist will show any problem or potential problem areas and include comments or suggestions that may enhance the appearance of the site or be of general interest to the school. The checklist shall be submitted to each site principal on a monthly basis.

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- 2.8 The awarded vendor shall not remove any plant life (i.e. dead or dying) without prior approval of principal or school representative.
- 2.9 The vendor shall be responsible for correction/replacement, according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of the contractor's operations.
- 3.0 **TECHNICAL SPECIFICATIONS**
- 3.1 Work will consist of completely mowing, weeding, edging, trimming, pruning and debris removal within the outlined perimeter of the campus so that the campus maintains a neat and orderly appearance. The awarded contractor will be responsible for maintaining not only the main buildings, parking lots and courtyards but also the items listed below:
- * Maintaining all playground areas
 - * Maintaining all portable areas
 - * Weeding along all fence lines (inside and out) on campus and all parking lot medians
 - * Mowing and weeding around all playground equipment, trees, shrubs, bike racks, school signs and any other obstacles.
 - * Weed all playground mulch areas where persistent grass grows through mulch.
 - * Blowing debris from parking lots, sidewalks and other concrete areas.
- 3.2 **MOWING – Mower blade height shall be no less than 2" for Bahia grasses and no less than 3" for St. Augustine grasses, as measured from a flat paved surface. All mower blades must be sharpened on a regular basis so as to not damage grass blades or leave an uneven cut.**
- 3.3 **EDGING** – The edging shall be done for such areas as sidewalks, curbs, parking lots, flowerbeds, shrub beds and around the bottom of trees.
- 3.4 **TRIMMING** – All turf areas shall be trimmed in order to maintain even areas around such as tree bases, building perimeters, fence lines, etc. Line trimmers and mowers shall not make contact with the bark of any landscape plant or tree. All fence lines shall be weed free and maintain a neat, orderly appearance at all times.
- 3.5 **PRUNING** – All plants and trees shall be neatly pruned and/or clipped to preserve the natural character and in a manner appropriate for each plant. Broken or bruised limbs shall be removed with a clean cut. Palm tree pruning shall not be included in this proposal.
- 3.6 **CLEANING THE PROPERTY** – All areas, (streets, sidewalks, patios, hallways, parking lots, dock areas, etc.) are to be cleaned free of leaves, mulch, grass and any other type of debris by means of blowers, or any other means necessary to insure a clean property.
- 3.7 **LITTER AND DEBRIS REMOVAL** – The District will attempt to maintain a trash free site. However, the vendor shall be responsible for removing any debris (i.e. paper, cans, bottles) prior to mowing and weeding. All debris generated by the contractor shall be removed from sites unless otherwise directed by the site representative. Dumpsters and other on-site trash disposal containers shall not be used by the contractor for disposal of debris.
- 3.8 **IRRIGATION SYSTEM/SPRINKLERS (IF APPLICABLE)** – The contractor shall inspect sprinkler heads prior to starting date for damaged or malfunctioning units and report necessary repairs to the school representative. If any defective units are found, the School District will repair prior to lawn service commencing (if possible). After sprinkler systems (where applicable) are repaired, it will then become the contractors responsibility to repair any damage that are a direct result of the lawn service contractor (i.e. broken lines, damaged sprinkler heads).
- 3.9 **INSECT CONTROL/MULCH** – For the purpose of this bid, insect control, fertilizing and mulch will

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be handled by each individual school.

- 3.10 **EQUIPMENT** – All equipment operated on any school district site shall be equipped with guards and/or shields to minimize the possibility of injure to the general public. Machinery not equipped with safety devices shall not be operated at any facility housing students, staff or other personnel. Proper operation of equipment is the contractor’s responsibility. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.
- 3.11 **QUALITY** – All workmanship shall meet the highest industry standards so as to pass without objection in the industry and shall be in accordance with accepted horticultural practices. All materials used in accordance with this agreement shall be of the highest quality obtainable by the ground maintenance contractor and shall be of such a type so as to perform the purpose for which it was intended.
- 3.12 **WEEDING** - Areas around the trunks of trees, beds, hedges, sign bases, and other areas intended to be weed free will be kept in neat, weed free state. This will be done by mechanical and legal chemical means however any chemical must be applied by a licensed person for that product.

BID SUMMARY PAGE

ITEM 1. PRICE (35 Points) bidder to provide pricing as follows:

OPTION 1:

Pricing as per RFP for services rendered after instructional hours and on weekends only

Cost Per Acre	\$32.00
Districtwide Acreage	500
Per cut Cost	\$16,000
Total for 36 cuts per year	\$576,000

OPTION 2:

Pricing as per RFP for services rendered during normal business hours as scheduled by the district. There will cyclic periods where the rendering of services may interfere with school functions and mowing will have to be scheduled in advance.

Cost Per Acre	\$40.00
Districtwide Acreage	500
Per cut Cost	\$20,000 -
Total for 36 cuts per year	\$720,000 -

***It is the vendors responsibility to complete the above accurately free of mathematical errors and Miscalculations. Submittals with material errors or miscalculations will be rejected.**

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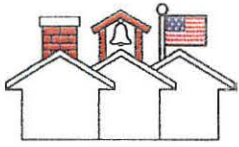
BrightView Landscape Services, INC
 Company Name
 6350 9th Street Vero Beach FL 32968
 Company Address
 [Signature]
 Bidder's Signature/Title
 JASON SYNOWSKI
 JAN 25 2018
 Bidder's Printed Name Date
 772 257 3331
 Telephone Number Email Address
 JASON.SYNOWSKI@Brightview.com

QUALIFICATIONS/EXPERIENCE OF FIRM (30 Points)

License(s) held by firm _____ Please see ATTACHED _____
 Occupational & Number _____
 Other & Number _____
 Other & Number _____

Company Name BrightView Landscape Services, INC. Bidder's Initials JS

Initials JS



School District of Indian River County

Purchasing Department

Attn: Jeff Carver, Director
6055 62nd Avenue
Vero Beach, FL 32967
Telephone 772-564-5050 Fax 772-564-5048

Date: December 21, 2017
To: All Participants
From: Jeff Carver, CPPO, Director of Purchasing
Re: SDIRC 15-0-2018JC Addendum 1

ADDENDUM 1

This Addendum is released to the attached site visit schedule. This is a 2 page document including this cover letter.

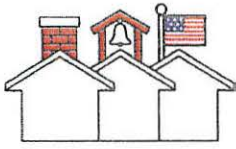
A handwritten signature in blue ink, appearing to be the initials 'JC'.

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School Site Visit Schedule	Address	City	Zip Code	Date	Time
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School	Address	City	Zip Code	Date	Time
Alternative Education	4690 28th Court	Vero Beach	32967	1/2/2018	800
Gifford Middle School	4530 28th Court	Vero Beach	32967	1/2/2018	830
Transportation	5235 41st St	Vero Beach	32967	1/2/2018	900
Care Here Medical Clinic	5575 41st St.	Vero Beach	32967	1/2/2018	930
Dodgertown Elementary	4350 43rd Avenue	Vero Beach	32967	1/2/2018	1000
Wabasso School	8895 US# 1	Wabasso	32970	1/2/2018	1100
Beachland Elementary	3551 Mockingbird Lane	Vero Beach	32963	1/2/2018	1200
Citrus Elementary	2771 Citrus Road	Vero Beach	32968	1/2/2018	100
Glendale Elementary	4940 8th Street	Vero Beach	32968	1/2/2018	200
Vero Beach Elementary	1770 12th Street	Vero Beach	32960	1/2/2018	300
Vero Beach High School	1707 16th St.	Vero Beach	32960	1/2/2018	330
Adult Ed Tech Center	1426 19th Street	Vero Beach	32960	1/2/2018	430
VBHS Freshman Learning Center	1507 19th St	Vero Beach	32960	1/2/2018	500
Rosewood Magnet	3850 16th Street	Vero Beach	32960	1/2/2018	530
Fellsmere Elementary	50 N. Cypress St.	Fellsmere	32948	1/3/2018	800
Sebastian Elementary	400 County Road 512	Sebastian	32958	1/3/2018	900
Sebastian River High School	9001 90th Ave.	Sebastian	32958	1/3/2018	1000
Sebastian River Middle School	9400 County Road #512	Sebastian	32958	1/3/2018	1100
Treasure Coast Elementary	8955 85th Street	Sebastian	32958	1/3/2018	1200
Liberty Magnet	6850 81st Street Vero Beach	Vero Beach	32967	1/3/2018	100
Pelican Island Elementary	1355 Schuman Drive	Sebastian	32958	1/3/2018	200
Osceola Magnet School	1110 18th Avenue SW	Vero Beach	32962	1/2/2018	300
Oslo Middle School	480 20th Ave SW	Vero Beach	32962	1/2/2018	400
Indian River Academy	500 20th Street SW	Vero Beach	32962	1/2/2018	500

Storm Grove Middle School	6400 57th Street	Vero Beach	32967	1/4/2018	100
JA Thompson Admin	6500 57th Steet	Vero Beach	32967	1/4/2018	200
Support Services Complex	6055 62nd Ave.	Vero Beach	32967	1/4/2018	300



School District of Indian River County

Purchasing Department

Attn: Jeff Carver, Director
6055 62nd Avenue
Vero Beach, FL 32967
Telephone 772-564-5050 Fax 772-564-5048

Date: December 21, 2017
To: All Participants
From: Jeff Carver, CPPO, Director of Purchasing
Re: SDIRC 15-0-2018JC Addendum 2

ADDENDUM 2

This Addendum is released to correct an error on addendum 1. The correct address for Liberty Magnet is:

6850 81st. Street
Vero Beach, FL 32967

List all firms Officers and Title below

Name	Title
<u>Jeff Herold</u>	<u>President</u>
<u>Robert Tyler</u>	<u>Treasurer</u>
_____	_____
_____	_____

How many grounds maintenance employees do you currently employ?

Full time 128 Part Time _____

Do you subcontract any work out to other grounds maintenance companies? Yes _____ No

Total years in business under this company name 140

RECENT COMMERCIAL PROJECTS/REFERENCES - list a minimum of 3 (other than SDIRC)

Name Martin County General Services - Engineering
Address 2401 SE Monterey Road
City Stuart **State** FL **Zip Code** 34956
Contact Person JOSE VERA **Telephone** 772 219 4934
Scope of Project LANDSCAPE mowing, trimming, weed control, litter control
Total Cost \$ 850,000

Name Martin County Parks and Recreation
Address 2401 SE Monterey Road
City Stuart **State** FL **Zip Code** 34996
Contact Person Andy Pearson **Telephone** 772 349 2234
Scope of Project Landscaping mowing, trimming, weed control, litter control
Total Cost \$ 185,000

Name Grand Harbor Common Areas
Address 4985 Club Ter
City Vero Beach **State** FL **Zip Code** 32967
Contact Person Terry McGuire **Telephone** 310-994-1533
Scope of Project Landscaping mowing, trimming, weed control, litter control
Total Cost \$ 395,000

Name City of Stuart
Address 121 SW Flagler Ave
City Stuart **State** FL **Zip Code** 34994
Contact Person Milton Leggett **Telephone** 772 288 1292
Scope of Project Landscaping mowing, trimming, weed control, litter control
Total Cost \$ 180,000

Company Name BrightView Landscape Services **Bidder's Initials** [Signature]

Initials [Signature]

EQUIPMENT/PERSONNEL EXPERIENCE (30 Points)

List names and experience of personnel below:

Name	Years with Company	Licenses / Numbers Other Certificates	Years as a grounds person
<i>Please See ATTACHED.</i>			

Attach additional pages if necessary. Check Box if additional pages attached.

Bidder shall list all mechanical equipment (tractors, mowers, edger's, weed eaters, etc.) currently owned or leased, which will be used in performance of this contract.

DESCRIPTION OF EQUIPMENT (Manufacturer, type, etc.)	CUT WIDTH or Desc	NUMBER OF UNITS
Riding Mower/Tractor	61	12
Walk-behind Mower	52/36	18
Line Trimmer		15
Hedge Trimmer		20
Hand-held Edger		15
Backpack Blower		14
Hand Blower		
Parking Lot Push Blower		
Chain Saw		10
<u>Add'l Equipment (list below or attach extra paperwork):</u>		
Backpack Sprayer - Weed control		14
one for IBEW trucks		10
Enclosed trailers		10
Dump body detail truck		4

Company Name Bright View Landscape Services, INC Bidder's Initials AS

initials AS

From: [Vote Merchon Green](#)
To: [Schiff, Mara](#); [Rosario, Jacqueline](#); [Zorc, Laura](#); [Barenborg, Teri](#); [Justice, Tiffany](#); david@davidhonig.org; [Tony Brown](#); [Davis, Brenda](#); [Rendell, Mark](#); [Esplen, Nancy](#); [D'Agresta, Suzanne](#)
Subject: Equity Committee Information Requests
Date: Tuesday, January 22, 2019 2:55:56 PM

Good Afternoon Board Members and NAACP President and Attorney,

In our Equity Committee meeting, we reviewed the Joint Plan. The Joint plan has certain areas that require actions to be taken on your behalf. I have listed them below.

School Board Members:

1. Approve Mrs. Davis as a point of resource for the Committee.
2. SUPERINTENDENT WORKSHOP DATE: The 1st Monday in November 2019 is the court mandated deadline that the committee must submit a public report to the School Board. This report submission will likely be done through a Superintendent workshop to give the opportunity for dialogue and questions. Please decide a date that you all would like this workshop to be held.
3. 6 MONTH STATUS REPORT: The judge requires that the School Board and NAACP Executive committee submit a 6 month joint status report.
4. REPORT SUBMISSION TO JUDGE: The judge also requires that the Board submit a report regarding the District's progress by the 2nd Monday in December 2019. The Board may delegate the Equity Committee the responsibility for preparing and submitting to the courts by the 2nd Monday in December. We request that you decide soon if you will delegate or submit jointly. We would like to make preparations if the Committee will submit.
***If the Board decides to submit this report itself, it must do so jointly with the NAACP and should communicate with the Indian River County NAACP Executive Board to determine time, dates and preparation.
5. YEARLY QUORUM DATES: Please give dates available for the Yearly Quorum meeting between the Equity Committee, NAACP executive committee and the Board for the purpose of holding a thorough review of the status of the School District's progress in achieving full unitary status. Both School Board, Equity Committee and NAACP should agree on mutual date.

NAACP EXECUTIVE MEMBERS

1. 6 MONTH STATUS REPORT: The judge requires that the School Board and NAACP Executive committee submit a joint 6 month status report.
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submit a report regarding the District's progress by the 2nd Monday in December 2019. The Board may delegate the Equity Committee the responsibility for preparing and submitting to the courts by the 2nd Monday in December.

*****If the Board decides to submit this report itself, it must do so jointly with the NAACP and should communicate with the Indian River County NAACP Executive Board to determine time, dates and preparation.**

3. YEARLY QUORUM DATES: Please give dates available for the Yearly Quorum meeting between the Equity Committee, NAACP executive committee and the Board for the purpose of holding a thorough review of the status of the School District's progress in achieving full unitary status. Both School Board, Equity Committee and NAACP should agree on mutual date.

If there are any questions you have, do not hesitate to email me. Thank you,

Merchon Green, J.D.

A Pioneer for Positive Change