

Indian River County District School Board  
Business Meeting Agenda  
August 28, 2012 at 6:00 p.m.

It is hereby advised that if a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he/she will need to ensure that a verbatim record is made that includes the testimony and evidence upon which the appeal is to be made.

- I. **Call Meeting to Order – Chairman Pegler**  
(Announcement: Please turn off all cell phones. Cell phones, even when set to a silent mode, can cause loud disturbances within the room's audio enhancement system.)
- II. Invocation by Rabbi Michael Birnholtz, Temple Beth Shalom
- III. PLEDGE OF ALLEGIANCE TO THE FLAG
- IV. ADOPTION OF AGENDA
- V. PRESENTATIONS
  - A. Literacy Day Proclamation, September 7, 2012 – Dr. Adams**
- VI. CITIZEN INPUT
- VII. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Adams**
    - 1. Special Board Meeting held 8/7/2012
    - 2. Round Table Discussion held 8/14/2012
    - 3. Policy 6.14 Student Participation held 8/14/2012
    - 4. Regular Business Meeting held 8/14/2012Superintendent recommends approval.
  - B. Approval of Personnel Recommendations – Ms. Roberts**

Attached is a list of personnel recommendations, which includes personnel additions, terminations, and/or changes. Superintendent recommends approval.
  - C. Approval of Non-Instructional 180-Day Calendar – Ms. Roberts**

An additional 180-day Work Calendar for Student Monitor employees is being added to the 2012-2013 Salary Schedule. Superintendent recommends approval.
  - D. Approval of Donations – Mr. Morrison**
    - 1. Beachland Elementary School received a donation in the amount of \$3,015 from the Beachland Elementary PTA for 2012-2013 teacher start up funds.
    - 2. Sebastian River High School received a donation in the amount of \$1,988.05 from Autism Awareness. The funds will be used in classrooms to buy supplies and fund community based instruction outings.Superintendent recommends approval.

**E. Approval to Dispose of Surplus Property – Mr. Morrison**

This is a request for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represent property to be deleted from various inventories and/or for items that have been declared surplus. After Board approval the property will be recycled and/or auctioned. In addition, a walk-in refrigerator and freezer that were built in the old Vero Beach Elementary were demolished as per the existing construction contracts. This request is to have these records deleted from the Fixed Asset Ledger. Superintendent recommends approval.

**F. Approval of Indian River County School Health Services Plan for 2012-2014 – Mrs. D’Albora**

The School Health Plan is mandated by the School Health Services Act, s.381.0056, F.S. It is a two-year plan designed to implement activities mandated by law to improve the health of our students and to improve their chances for success in school. The Public Health Department is responsible for coordinating the plan’s development with the local School District with input from the School Health Advisory Committee. The 2012-2014 Health Service Plan has three notable changes identified:

1. Strategies have been written in accordance with the new laws for pancreatic enzyme replacement and diabetes self-management.
2. The dental sealant program has been expanded to all Title I schools.
3. The Full Service School funds have been blended with Basic and Comprehensive funds to allow for Marie Blanchard to provide tobacco prevention through the development of SWAT (Students Working Against Tobacco) programs in all public middle schools.

Superintendent recommends approval.

**G. Approval of 2012-2013 State-Approved Supplemental Education Services (SES) Providers – Mrs. D’Albora**

Supplemental Education Services are offered to eligible students to provide tutoring by State-approved independent contractors. Federal Title I funds are set aside for this purpose at all Title I Schools. Anticipated allocation of federal funds is \$254,998.13, with no cost to the District. The Title I schools for the 2012-2013 school are: Citrus Elementary, Dodgertown Elementary, Fellsmere Elementary, Glendale Elementary, Highlands Elementary, Pelican Island Elementary, St. Peter’s Academy Charter, and Vero Beach Elementary. Superintendent recommends approval.

**H. Approval of Multi-District Program Agreement St. Lucie/Indian River County 2012-2013 School Year – Mrs. D’Albora**

Attached are two, multi-district, program agreements for the 2012-2013 school year with St. Lucie County School District. St. Lucie County serves our elementary hearing impaired students. St. Lucie County collects the FTE for each student served. Only one Indian River County student currently attends school in St. Lucie County under this contract. Superintendent recommends approval.

**I. Approval of Membership Renewal with Treasure Coast Council of Local Governments – Chairman Pegler**

The purpose of the Council is to study and address area governmental problems as the Corporation deems appropriate. Areas are including, but not limited to, matters affecting the health, safety, welfare, education, economic conditions, and area development of the Treasure Coast; promoting cooperative arrangements and coordinate action among its members; make recommendations for review and action to the members and other public agencies that perform local functions and services within the area; and such other lawful businesses as may from time-to-time be determined by the Board of Directors as appropriate. Total cost for renewal is \$200.00. Superintendent recommends approval.

**VIII. ACTION AGENDA**

**A. Approval of Beachland Elementary Parent and Bus Pickup Loop -Mr. Morrison**

Approval is recommended for the design of the Beachland Elementary Parent Pickup and Bus Loop. The current arrangement causes traffic conflicts, which include the backup of traffic on Indian River Drive and Beachland Boulevard due to double stacking of cars at dismissal time. Three public meetings with the parents, concerned citizens, City of Vero Beach officials, and residents of the surrounding community were held on March 27, April 25, and July 11, 2012, where several alternatives were suggested and reviewed. The attached plan is a culmination of these public meetings and provides for a one-way parent pickup entrance off Mocking Bird, extending the current bus loop drive westward, weaving through existing trees in order to minimize losses. The bus pickup loop would be relocated to the current Kindergarten and 1<sup>st</sup> grade (K-1) pickup and adds an additional loop for school buses west of K-1 in already developed space south of the hammock area. Superintendent recommends approval.

**B. Approval of Release of Final Payment to Pinnacle Construction of the Treasure Coast LLC for the Treasure Coast Outside Door Replacement Project, 2009-22 Project 14 – Mr. Morrison**

Approval is recommended for the release of Final Payment in the amount of \$11,279.65 to Pinnacle Construction of the Treasure Coast LLC for the completion of the Treasure Coast Elementary Outside Door Replacement Project, 2009-22 Project 14. On April 24, 2012, the Board approved the Owner/Contractor Construction Agreement for this project, with a contract price in the amount of \$124,320.00 (\$111,000.00 Contractors Bid Price / \$13,320.00 Owner Added Contingency), and with the final construction cost for this project totaling \$112,796.47. The unused portion of the Owner Added Contingency, in the amount of \$11,523.53, is a savings to the District. Final payment of this project is being brought to the Board for approval in accordance with Florida Statute 1013.50. The final payment to the contractor consists of the project retainage that is held until project completion. Superintendent recommends approval.

**C. Approval of Change in Provider for NSF Check Recovery - Mr. Morrison**

Due to recent company changes at Payliance, Inc., the District's current provider of collection services on unpaid checks, the Finance Department is recommending that the agreement with Payliance be terminated under the agreement's 30-day termination provision. Finance is recommending that the District enter into a similar agreement with Envision Payment Solutions, Inc. The District is able to utilize an RFP #SDOC-11-P-069-NM from the Osceola School District, and to receive the same benefits and services in accordance with their contract. Envision will guarantee payment on qualified checks and provide this service at no direct cost to the District. Superintendent recommends approval.

**D. Approval to Set Public Hearing Date for Revision to School Board Policy 3.40 Personnel Evaluation – Dr. Adams**

On August 14, 2012, the District School Board discussed the revision. The purpose of the revision is to insert language specifically intended for the evaluation process for teachers that terminate anytime during the school year. The Public Hearing will be held during the regular Business meeting on October 9, 2012. Superintendent recommends approval.

**E. Approval of 2013 Legislative Priorities – Mrs. Disney-Brombach**

Each year the District School Board establishes a list of priorities to identify areas of special concern for the School District. Once approved, this list will be sent to the Florida School Boards Association, the Greater Florida Consortium, and to our Local Legislative Delegation. Superintendent recommends approval.



- IX. SUPERINTENDENT'S REPORT
- X. DISCUSSION  
No discussion items
- XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler
- XII. INFORMATION AGENDA  
No information items
- XIII. SUPERINTENDENT'S CLOSING
- XIV. ADJOURNMENT – Chairman Pegler

Anyone who needs a special accommodation for this meeting/workshop may contact the School District's American Disabilities Act Coordinator, at 564-3060 (TTY 564-8507) at least 48 hours in advance of meeting. NOTE: Changes and amendments to the agenda can occur 72 hours prior to the meeting. All business meetings will be held in the Teacher Education Center (TEC) located in the J.A. Thompson Administrative Office at 1990 25th Street, Vero Beach, unless otherwise specified. Meetings may broadcast live on Comcast Ch. 28. The agenda can be accessed by Internet at <http://www.indianriverschools.org>.

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*A Proclamation*  
Designating September 7, 2012, as Literacy Day

*WHEREAS*, literacy is defined as the fundamental building block of all learning and is essential to the growth and success of every citizen in our community; and

*WHEREAS*, an alarming two-thirds of all children nationally are not reaching critical literacy milestones by third grade; and

*WHEREAS*, the end of third grade marks a key transition, where children shift from learning to read and are expected to read to learn; and

*WHEREAS*, children who are not reading at grade level by third grade have only a one in seven chance of ever catching up; and

*WHEREAS*, literacy is at the heart of economic development and is the single factor that underpins most social issues, with some states even determining the number of jails they will build on third-grade literacy; and

*WHEREAS*, the process of learning, and specifically learning to read, begins long before children reach the school house door; and

*WHEREAS*, schools can no longer be expected to do it alone, but need the assistance of the entire community including local governments, parents, businesses, faith-based groups, and community organizations to promote grade-level reading goals; and

*WHEREAS*, The Learning Alliance, a private non-profit organization, is dedicated to delivering the latest advances in science-based education techniques to area teachers that will allow them to radically improve our children's literacy rates; and

*WHEREAS*, the Superintendent of the Indian River County School District has set a bold, visionary, and inspiring goal that 90 percent of all third graders will be reading on grade level by the year 2018; and

*WHEREAS*, since the collaboration between The Learning Alliance and the Indian River County School District, we have already seen a 171 percent improvement in kindergarten and first grade literacy scores; and

*WHEREAS*, the future of our community depends on the ability of our rising generation to meet the strong challenges of a technology based economy;

*NOW, THEREFORE*, The School Board of Indian River County, does hereby proclaim *September 7, 2012*, Literacy Day. We call upon the people of Indian River County to observe this day by learning more about the importance of literacy and how to become involved with literacy efforts in our community.

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Jeffrey R. Pegler, Esq., Board Chairman

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Carol Johnson, Vice Chairman

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Karen Disney-Brombach, Board Member

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Claudia Jiménez, Board Member

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Matthew R. McCain, Board Member

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Frances J. Adams, Ed.D., Superintendent

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The Indian River County District School Board met on Tuesday, August 7, 2012, at 4:00 p.m. The special meeting was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Vice Chairman Carol Johnson and Board Members: Matthew McCain and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present. Chairman Jeff Pegler and Board Member Karen Disney-Brombach were not present.

### **Special Meeting**

- I. Meeting was called to order by Vice Chairman Johnson.  
Vice Chairman Johnson announced that Chairman Pegler and Mrs. Disney-Brombach were unable to attend the meeting. She stated that Mrs. Disney-Brombach would attend the Executive Session and Chairman Pegler would attend the Executive Session via telephone.
- II. Purpose of Public Meeting –Vice Chairman Johnson  
The purpose of the special meeting was at the request of the Attorney for advice in regard to pending School Board litigation and for approval of Personnel for 2012-2013 school year.
- III. Approval of Personnel Recommendations – Ms. Roberts  
Attached was a list of personnel recommendations, which included personnel additions, terminations, and/or changes. Superintendent recommended approval.

Ms. Jiménez moved approval of the personnel recommendations. Mr. McCain seconded the motion and it carried unanimously, with a 3-0 vote.

Dr. Adams introduced and congratulated Jennifer Idlette-Williams, the new Principal of Storm Grove Middle School.

- IV. Attorney will Advise the Board that there was a Need for Advice Concerning Litigation – Mrs. D'Agresta  
Mrs. D'Agresta stated that regarding pending litigation before the Board, we would need the Board's input regarding strategy and/or settlement negotiations. The Session would be held in the Superintendent's Conference Room. Those attending were listed under item B. The length of the meeting would be approximately one hour. At the conclusion of the Session, the Board would reconvene the Special Meeting for adjournment.  
**A. Estimated duration of Executive Meeting is approximately one hour.**  
**B. The names of those who will attend the closed session:**  
Chairman Jeffrey Pegler, Esq.  
Note: Chairman Pegler attended via telephone.  
Vice Chairman Carol Johnson

Board Member Karen Disney-Brombach

Note: Mrs. Karen Disney-Brombach did not attend.

Board Member Matthew McCain

Board Member Claudia Jiménez

Dr. Frances J. Adams, Superintendent of Schools

School Board Attorney Mrs. Suzanne D'Agresta

Co-Counsel Mr. Stephen G. Hayskar, Esq. of Hayskar, Walker, Schwerer,  
Dundas, and McCain, P.A. (SCERMP Legal Representative)

Court Report

Note: Kathy Duncombe from Atlantic Reporting

- V. Recessed Meeting to the Superintendent's Conference Room – Vice Chairman Johnson  
At 4:06 p.m., Vice Chairman Johnson called the recess.
- VI. Reconvened Public Meeting – Vice Chairman Johnson  
At approximately 4:32 p.m., Vice Chairman Johnson reconvened the meeting.
- VII. Adjourned Public Meeting – Vice Chairman Johnson  
At approximately 4:33 p.m., Vice Chairman Johnson adjourned the meeting.

With no further business, the meeting adjourned at approximately 4:33 p.m.

The Indian River County District School Board met on Tuesday, August 14, 2012, at 9:00 a.m. The discussion was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Jeff Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

### **Round Table Discussion**

I. Chairman Pegler opened the discussion.

II. Items Placed on Agenda by Board Members – Chairman Pegler

**A. Mrs. Johnson**

1. 2012 Industry Appreciation Award

Mrs. Johnson stated that she proposed to the Indian River County Chamber of Commerce that Vero Beach Elementary School be considered for the 2012 Industry Appreciation Award. Dr. Adams stated that an official open house would be scheduled in the late fall for Vero Beach Elementary School.

2. J. A. Thompson Plaque

Mrs. Johnson stated that it would be appropriate to have the plaque moved to the District Office. She said that she was extremely pleased with the progress of the new Osceola Magnet School facility. Mr. Morrison reported on projects accomplished and those underway.

**B. Mrs. Disney-Brombach**

1. Legislative Priorities for 2013 Legislative Session

Board Members discussed the “draft” and made suggestions. Areas discussed were: Adequate Funding; Class Size; Capital Outlay and School Construction; Teacher Performance Pay and Teacher Evaluation Systems; 0.25 critical Operating Needs Millage; Public Educational Capital Outlay Funds (PECO); Accountability with Flexibility; Exceptional Student Education (including ESOL, etc.); and Pre-K Funding. Mrs. Disney-Brombach noted that she would prepare the final document, send it to the Board Members for a final review, and place it on the next District School Board business meeting for adoption.

2. Mrs. Disney-Brombach gave an update on Florida School Boards Associations position regarding an elected versus an appointed Commissioner of Education. She encouraged others to send their thoughts on this topic to the Governor.

**C. Ms. Jiménez**

1. Scheduling of Meeting Dates for 2012-2013 School Year

Ms. Jiménez suggested changing the alternate business meeting week for workshop and discussion sessions from Tuesdays to Thursdays. Mrs. Johnson noted that the time slots for 2<sup>nd</sup> and 4<sup>th</sup> Tuesdays of the month

should be filled before going to the alternate Thursdays. Dr. Adams stated that if there was a situation that required using the alternate Thursday, Board Members would be contacted. Board Members agreed to let the Chairman know if they cannot attend a specific meeting or workshop. At that point the Chairman would contact the Superintendent. It was stated that Board Members should let the Board's Executive Assistant know when they were not available on any given alternate Thursday. It was requested that the time for the Student Progression Plan on September 25 be moved to 1 p.m. to keep the meeting times without large gaps of time in between.

2. Credit Recovery Tactics

Ms. Jiménez expressed her concerns on the use of computer programs for course recover and how the District was spending funds. It was suggested that the District find out from Martin County what worked for them and what did not work. Mrs. D'Albora explained the Common Core, new level that was expected, and challenging students. Dr. Adams talked about training administrators and teachers.

3. Referendum and Business Support

Ms. Jiménez talked about engaging businesses in the community for their support of education. Dr. Adams said that she would contact the schools for a list of business who were supporting the education of students to find out if there were any gaps in support. It was suggested that the School District participate with the County in presenting the State of the School District to share the District's Vision. Dr. Adams said that they were scheduling a Summit in the fall with activities planned for National Literacy Day. It was noted that the Board planned to wear T-Shirts on the 28<sup>th</sup> in support of the Reading Initiative/Goal. It was suggested that the District consider a form of recognition for all business donors.

3. Organization Chart

Ms. Jiménez requested to have the names placed under the positions on the Chart, as a point of contact information for the Board.

**D. Mr. McCain**

No items.

**E. Chairman Pegler**

1. Vacant Position on County's MPO Citizen's Advisory Board (CAC)

Board Members discussed the skill set needed for this position. Note: This item would be placed on the next Round Table.

4. Former Osceola Site Safety Issue

Mr. Morrison gave an update on the meetings held by the Land Use and Acquisition Committee. Mrs. Johnson said that the Board needed to be presented with all possible scenarios presented for the vacant Osceola site.



3. Quarterly Information Session

Board Members and Superintendent agreed to hold its Quarterly Information Session on September 20 from 9 a.m. until 3 p.m. at the Support Services Complex. Dr. Adams stated that staff would give an update from 9-11 a.m.

5. St. Peter's Academy Follow-up

Chairman Pegler said that he received a letter in regard to his concern. Mr. Morrison stated that they had another change in auditors. It was noted that it was time for the Board to take a close look at the audit, when it was completed.

III. Items Placed on Agenda by Superintendent – Dr. Adams

**A. Update on Board Policy 3.40 Personnel Evaluation**

Dr. Adams presented proposed language. Board Members discussed and made suggestions. Dr. Adams said that she would make the changes as suggested and bring it back to the Board to start the policy adoption process.

**B. Hurricane Preparedness**

Ms. Roberts gave an update on the District's Plan. It was noted that the Red Cross would be the site administrators, and the principals would help to facilitate and be responsible for locking down all rooms that would be considered off limits. Red Cross training was scheduled for August 30. Ms. Roberts said that she would forward a list of the sites and personnel to the Board.

**C. Fellsmere Property**

Mr. Morrison gave an update on the property acquisition for Fellsmere Elementary project.

**D. Quarterly Travel Report vs. Monthly**

Board Members were in favor of quarterly reports.

**E. Dates for Board Policy Review with NEOLA**

Board Members agreed to hold Discussion Sessions with NEOLA regarding School Board Policies on the following dates.

September 18 at 9 a.m.

October 30 at 9 a.m.

November 20 (This date was later cancelled due to a conflict.)

December 11 at 9 a.m. (This date was rejected by NEOLA.)

IV. Board Committee Reports – Chairman Pegler

Mrs. Disney-Brombach stated that she would be leaving the 1 p.m. workshop early.

Ms. Jiménez reported on the meeting she attended at Connected 4Kids and the Girl on Girl Bullying screening in Port St. Lucie. She also encouraged Board Members and staff to attend the same screening that would be held on August 23 at 1 p.m. at the County Administration Building, Room B501.

Mrs. Disney-Brombach reported on the meeting with Treasure Coast Council of Local Governments (TCCLG). She asked for suggested topics. Dr. Adams suggested the Learning Alliance.

V. ADJOURNMENT – Chairman Pegler

With no further topics, the discussion adjourned at approximately 11:08 a.m.

The Indian River County District School Board met on Tuesday, August 14, 2012, at 1:00 p.m. The workshop was held in the Teacher Education Center located at the J.A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Jeff Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

**Workshop on Board Policy 6.14 Student Participation in Interscholastic,  
Extracurricular, Student Activities Workshop**

- I. Called Workshop to Order – Chairman Pegler
- II. Purpose of the Workshop – Dr. Adams  
Dr. Adams stated that the purpose of the workshop was to revisit the policy regarding athletic participation and arrests. She turned the workshop over to Dr. Torres-Martinez.

- III. Presentation – Dr. Torres-Martinez

**Introductions**

Dr. Torres-Martinez, new Director of Student Services, introduced Mrs. Janis Spero, School Social Worker; Mrs. Donna Brewer, School Social Worker; Mrs. Tracey Crawford, School Social Worker; Mr. Mike Stutzke, Sebastian River High School Athletic Director; Mr. Leonard Jankowski, Vero Beach High School Athletic Director; Deputy Ladell Young, Indian River County Sheriff's Department; and Dr. Michael Ferrentino, Executive Director of Exceptional Student Education and Student Services.

**Discussion**

Dr. Torres-Martinez reviewed Florida State Statutes, focusing on Section 4 regarding conduct, felony, delinquent act, and the discretion of Board to establish a District policy. She also reviewed Board Policy 6.141 adopted by the Board on October 25, 2011. Board Members discussed the State Statutes and Board policy to determine if the Board policy was too restrictive.

**Civil Citation**

Deputy Young explained the Civil Citation Program and its limitations. He stated that they considered each case to determine if the student was eligible for the Program. The victim must be cooperative and the case must be non-violent in nature, misdemeanor crime, with no priors. And, the student entering the Program must admit to being guilty to his/her crime. The student's parents must also cooperate. Deputy Young said that about 80% of the students do not meet the criteria.

Dr. Torres-Martinez talked about how other Districts addressed the same issue. As an example, she talked about two particular cases in Indian River County and how the coaches and principals used their discretion by going above/beyond Board policy.

Note: Mrs. Disney-Brombach left the workshop.

IV. Questions – Chairman Pegler

Board Members talked about setting standards that would take the responsibility of making a decision off of the coaches and principals. The Board was interested in hearing what staff would recommend. Both coaches stated that participating in sports was a privilege, not a right. It was noted by one School Social Worker that other activities such as band, chorus, orchestra, etc., should be included in the policy as well as athletics.

Dr. Adams summarized the workshop by stating that what she heard the Board say was that the student was responsible for reporting arrests and that the Board also agreed to make the policy broader. She said that they would come back with wording to address misdemeanors and felonies. Board Members mentioned the inclusion of an appeal process. Chairman Pegler said to bring back areas of arrests, pending adjudication, how to address misdemeanors, and include all extra-curricular activities. Dr. Adams mentioned the wording in the Student Code of Conduct. One Board Member mentioned the Board's philosophy to rehabilitate students, giving students another chance as human beings. Dr. Adams was asked to come back with language and asked that the SROs forward their thoughts on to the Superintendent.

V. ADJOURNMENT – Chairman Pegler

With no further discussion, the workshop adjourned at approximately 2:49 p.m.

The Indian River County District School Board met on Tuesday, August 14, 2012, at 6:00 p.m. The business meeting was held in the Teacher Education Center located at the J. A. Thompson Administrative Center, 1990 25th Street, Vero Beach, Florida. School Board Members attending were: Chairman Jeff Pegler, Vice Chairman Carol Johnson, and Board Members: Matthew McCain, Karen Disney-Brombach, and Claudia Jiménez. Dr. Frances J. Adams, Superintendent of Schools, and School Board Attorney Suzanne D'Agresta were also present.

### **Business Meeting**

- I. Called Meeting to Order – Chairman Pegler
- II. Invocation was given by Rev. Benny Rhyant of New Mt. Sinai Missionary Baptist Church.
- III. PLEDGE OF ALLEGIANCE TO THE FLAG – Chairman Pegler
- IV. ADOPTION OF AGENDA  
Chairman Pegler stated that the first order of business was to approve the Superintendent's request to add Action C. Approval of 2012 Mardy Fish Afterschool Programs Agreement. Chairman Pegler asked the Superintendent to state for the record why this item should be added. Dr. Adams stated that approval was needed to ensure that the schools had time to complete their application for funds before the August 30 deadline. Mrs. Disney-Brombach moved approval to adopt the Orders of the Day, with the addition of Action C. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.
- V. PRESENTATIONS
  - A. **Recognition of Mary Anne Sitkowski of Vero Beach Elementary School, Recipient of a Grant Titled, “Integrated iPad STEM Project”, in Honor of the Late Clint S. Malone, through the Education Foundation of Indian River County – Mrs. Falardeau**  
Report from Education Foundation:  
Mrs. Falardeau stated that this past year was their most exciting year of service in which they infused over \$600,000 in program services and an additional \$400,000 in college scholarships and academic awards through the Regional Science Fair.  
Tonight's Recognition:  
Mrs. Falardeau said that tonight's presentation was to honor Mrs. Mary Ann Sitkowski of Vero Beach Elementary School for a grant that she wrote to engage her students through the use of technology. The “Integrated iPad STEM Project” would help first grade students gain a deeper and applied understanding of math and science through the use of multi-media tools. The project included the collection and analyzing of student performance through data, measuring of student understanding of content, and engaging the digital

natives through technology. A check was presented in the amount of \$2,965.80.

VI. CITIZEN INPUT

No requests were received.

VII. CONSENT AGENDA

Mrs. Disney-Brombach moved approval of the Consent Agenda. Mrs. Johnson seconded the motion and it carried unanimously, with a 5-0 vote.

**A. Approval of Minutes – Dr. Adams**

1. Special Meeting Tentative Budget held 7/24/2012
2. Regular Business Meeting held 7/24/2012

Superintendent recommended approval.

**B. Approval of Personnel Recommendations – Ms. Roberts**

Attached was a list of personnel recommendations, which included personnel additions, terminations, and/or changes. Superintendent recommended approval.

**C. Approval of 21<sup>st</sup> Community Learning Centers Grant Renewal for 2012-2013 – Mrs. D’Albora**

The School District of Indian River County submitted year three of the five-year 21<sup>st</sup> CCLC project, Student and Family Enrichment, Project SAFE, would provide at-risk students with opportunities for academic enrichment, personal enrichment, and other activities designed to complement the students’ regular academic program at Pelican Island and Glendale Elementary Schools. Project funds would be used for salaries; services from community agencies; and materials, supplies, and transportation for program participants. The 21<sup>st</sup> CCLC budget request was \$302,374 for the two centers. Superintendent recommended approval.

**D. Approval of 2012-2013 Charter School Transportation Agreements - Mr. Morrison**

Attached were the 2012-2013 Transportation Agreements with Imagine Charter School, Indian River Charter High School, North County Charter School, St. Peter’s Academy, and Sebastian Charter Junior High to provide transportation, substitute bus drivers, and spare buses for students of the charter schools. These agreements were for one year only. The charter schools agreed to reimburse the District for the actual costs associated with transporting students. Superintendent recommended approval.

**E. Approval of New Petty Cash and Change Funds for FY 2012-2013 – Mr. Morrison**

Attached was the list of newly assigned individuals who would be authorized to obtain petty cash for the General Operating Fund and Food Service Fund for FY 2012-2013. Superintendent recommended approval.

**F. Approval of 2012-2013 Transportation Routes – Mr. Morrison**

Approval was requested for the 2012-2013 Bus Transportation Routes for Indian River County Schools. Bus routes were subject to change throughout the school year depending upon student utilization of services. Superintendent recommended approval.

**G. Approval of Out of County Student Admissions 2012-13 – Mrs. D’Albora**

Parents requested permission for their children to attend schools in Indian River County. The approved out-of-county requests signed by the Principals of the requested schools and release letters from the students’ home counties were attached. Of the nine students, seven were currently attending schools in the District. One was returning from home school. There was one new student requesting to attend school in Indian River County. Three were children of employees. Superintendent recommended approval.

**H. Approval of Out of County Charter School Student Admissions for 2012-13 – Mrs. D’Albora**

Parents requested permission for their children to attend charter schools in Indian River County. Students were from St. Lucie County. The release letters were received from St. Lucie County and a note was received from Imagine. Superintendent recommended approval.

**I. Approval for Students to Leave Indian River County Schools for 2012-13 – Mrs. D’Albora**

Parents resided in Indian River County and were requesting permission for their children to attend schools in Brevard County (5), St. Lucie County (1), and Okeechobee (1). Superintendent recommended approval.

**J. Approval of Agreement Renewal for Florida Baptist Retirement Center 2012-13 - Mrs. D’Albora**

This agreement reflected a cooperative spirit between the health institution and the School District in delivering clinical experiences to students enrolled in Adult and Community Education Nursing Programs. There was no cost to the District. Superintendent recommended approval.

**K. Approval of Statewide Voluntary Prekindergarten Provider Agreement Renewal with Early Learning Coalition- Mrs. D’Albora**

The Florida Office of Early Learning agreement outlined the agreement between the School District and the Early Learning Coalition of Indian River, Martin, and Okeechobee Counties, Inc. This standard State contract was for the 2012-2013 school year. The School District of Indian River County would deliver voluntary prekindergarten services during the school year to 145 four-year-old children at 4 school sites at Dodgertown Elementary, Fellsmere Elementary, Pelican Island Elementary, and Vero Beach Elementary in at total of 9 classrooms. Superintendent recommended approval.



VIII. ACTION AGENDA

**A. Approval of Release of Final Retainage Payment to Contractors for the Rehabilitation and Service of Thermal Energy Storage Plants Project (2011-13) – Mr. Morrison**

Approval was recommended for the release of Final Retainage Payment to Florida Mechanical LLC; PPI Construction Management, Inc.; and Roth Southeast for the completion of the rehabilitation and service of all equipment associated with the District's ten (10) existing thermal energy storage plants (#2011-13). On June 28, 2011, the Board approved the Owner/Contractor Agreements for the Thermal Energy Storage Rehabilitation Projects that identified the awarded sites and bid price for each Contractor. Final payment for these projects was being brought to the Board for approval in accordance with Florida Statute 1013.50. These final payments to the contractors consisted of the project retainage that was held until project completion. Superintendent recommended approval.

Chairman Pegler called for a motion. Mrs. Johnson moved approval to release final retainage payment to contractors for the rehabilitation and service of Thermal Energy Storage Plants Project (2011-13). Ms. Jiménez seconded the motion. The Board voted unanimously in favor of the motion with a 5-0 vote.

**B. Approval to Award Contract for Mobile Fueling Services, SDIRC 2013-03 - Mr. Morrison**

The purpose and intent of this RFP was to secure firm prices and to establish a term contract for mobile fueling of District school buses located at Sebastian River Middle School. Approximately thirty-five (35) buses were fueled three times a week. The net financial impact as estimated by the Transportation Department was \$280,000 annually. Award was recommended to On-Site Fuel Service, Inc., as best responsive and responsible bidder meeting specifications, terms, and conditions. It was recommended that the Board accept a single bid response on first call from On-Site Fuel Service, Inc. Price received was within current market conditions. Superintendent recommended approval.

Mrs. Disney-Brombach moved approval to award a contract for mobile fueling services, SDIRC 2013-03 to On-Site Fuel Service, Inc. Ms. Jiménez seconded the motion. The Board voted unanimously in favor of the motion, with a 5-0 vote.



Added on 8/14/2012

**C. Approval of 2012 Mardy Fish Afterschool Programs Agreement – Mrs. D’Albora**

The 2012-13 Mardy Fish Afterschool Program was presented for Board approval. The Program would promote health, fitness, and nutrition through afterschool activities. It would target elementary boys and girls in grades K-5. Each elementary school would have an opportunity to apply for funds. There was no cost to the District. Superintendent recommended approval.

Chairman Pegler called for a motion. Ms. Jiménez moved approval of the 2012 Mardy Fish Afterschool Programs agreement. Mr. McCain seconded the motion and it carried unanimously, with a 5-0 vote.

**IX. SUPERINTENDENT’S REPORT**

Dr. Adams stated that Mr. Sammons reported to her that three of the District’s bands (Vero Beach High School, Sebastian River High School, and Gifford Middle School) were selected to participate in the National Blind Auditions competition. Dr. Adams reported on the teacher and administrative training that would be shared with the School Board in the near future. She talked about the iPad Project and the father/daughter project, “Learning about Mosquitoes”.

**X. DISCUSSION**

No discussion items

**XI. SCHOOL BOARD MEMBER MATTERS – Chairman Pegler**

Mrs. Disney-Brombach thanked the Board for the morning discussion on 2013 Legislative issues. The final document would be submitted for approval at the August 28, 2012, business meeting.

Ms. Jiménez thanked all of the teachers working hard preparing for the first day of school. She also thanked the parents and congratulated students entering college and the work field. Ms. Jiménez encouraged the community to support education.

**XII. INFORMATION AGENDA**

**A. Financial Report for Month ending May 31, 2012– Mr. Morrison**

Attached was the Financial Report for the month ending May 31, 2012.

**XIII. SUPERINTENDENT’S CLOSING**

Dr. Adams welcomed teachers back to school. She said that there were about 50 new teachers this year. Dr. Adams said that she hoped to add more next Tuesday at a Special Meeting. She asked that parents watch for the orientation dates and come to school to meet the teachers. Dr. Adams thanked the employees who were working during the summer to get schools ready. She mentioned the District’s goal to have 90% of all 3<sup>rd</sup> grade students reading on

grade level. Dr. Adams attended a meeting at the Transportation Department and held a Building meeting with the J. A. Thompson Administrative staff. She said that it was a busy start to the school year.

XIV. ADJOURNMENT – Chairman Pegler

With no further business, the meeting adjourned at approximately 6:33 p.m.

CONSENT AGENDA 8/28/12

**Personnel Recommendations**

1. Instructional Changes  
Flores, Eddy – Storm Grove Middle, change start date from 8/24/12 to 8/22/12  
**Reese, Marsha – Oslo Middle, change start date from 8/22/12 to 8/27/12**  
**Washington, Charles – SRHS, reassigned to District Office 8/24/12**
2. Instructional Leaves  
Avila, Marilyn – SRHS, 8/14/12-9/19/12  
**Matthews, Keith – SRHS, 8/14/12-11/5/12**
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
Azab, Jaime – Dodgertown, resignation 6/4/12  
Brooks, Joanne – Adult Education, resignation 9/1/12  
**Carter, Rebecca – Gifford Middle, rescind employment due to certification 8/27/12**  
**Crebs, David – Fellsmere, resignation 6/4/12**  
**Mazur, Jennifer – Gifford Middle, resignation 9/7/12**  
Strickland, Dorothy – Glendale, retirement, exiting DROP 6/7/13  
Wellens, Karen – Dodgertown, retirement, exiting DROP 9/3/12
6. Instructional Employment  
**Kinkle, Ethan – SRMS, Chorus Teacher 8/29/12**
7. Support Staff Changes  
**Alderson, James – Maintenance, change start date from 9/4/12 to 9/3/12**  
**Caldwell, William – Osceola Magnet, rescind promotion to Maintenance Groundskeeper 8/28/12**  
**Cutrone, Nicholas – Transportation, change from Bus Driver to Bus Assistant 8/27/12**
8. Support Staff Leaves  
**Arneson, Alice – SRMS, 8/20/12-8/29/12**  
**Atkinson, Louise – Oslo Middle, 8/13/12-9/18/12**  
Ganter, Arlene – SRMS, 9/17/12-9/28/12  
Gibson, Diane – Transportation, 8/20/12-9/25/12  
**Harris, Roy – Transportation, extend to 8/20/12-12/30/12**  
McDonald, Ellen – ESE, 7/30/12-8/9/12  
Weisberg, Maureen – SRHS, extend from 8/15/12 to 9/11/12
9. Support Staff Promotions  
**Fair, Tyler – from Oslo Middle Custodian to Maintenance Carpet Crew 9/3/12**

10. Support Staff Transfers  
Detelus, Sarah – from Gifford Middle to SRMS ESE Teacher Assistant 8/20/12
11. Support Staff Separations  
Boisvert, Phyllis – SRHS, retirement 12/21/12  
Flescher, Rosemary – SRMS, resignation 6/1/12  
Gibbons, Marie – FLC, retirement, entering DROP 8/1/12  
Martin, Susan – Human Resources, retirement, entering DROP 9/1/12
12. Support Staff Employment  
**Amato, Lois – Citrus, Student Monitor 8/29/12**  
**Doane, Jean – Storm Grove Middle, 4 hour General Food Service Assistant 8/29/12**  
**Hudson, Keyetta – VBHS, 4 hour General Food Service Assistant 8/29/12**  
**Lawrence, Robin – Oslo Middle, 4 hour General Food Service Assistant 8/29/12**  
**Newborn, Kimberly – Fellsmere, 4 hour General Food Service Assistant 8/29/12**  
Richey, Michele – Liberty Magnet, ESE Teacher Assistant 9/4/12  
**Rimes, Beverly – Rosewood Magnet, 4 hour General Food Service Assistant 8/29/12**  
**Stankewicz, Sharon – VBE, 4 hour General Food Service Assistant 8/29/12**  
**Thomas, Margaret – Sebastian Elementary, 4 hour General Food Service Assistant 8/29/12**  
**Trusty, Keesha – Highlands, Student Monitor 8/29/12**
13. Administrative Separations
14. Administrative Employment
15. Approval is recommended for the new job description for Risk and Employee Benefits Manager.
16. Approval is recommended for changes to the job description for Administrative Assistant, District in order to make it a more generic job description.

## SCHOOL DISTRICT OF INDIAN RIVER COUNTY

### RISK AND EMPLOYEE BENEFITS MANAGER

#### JOB DESCRIPTION

#### QUALIFICATIONS:

1. Bachelor's degree in risk management, business, finance or related field from an accredited educational institution with a minimum of 4 years of public sector related risk management/employee benefits experience; or associate's degree in risk management, business, finance or related field from an accredited educational institution with a minimum of 7 years of public sector related risk management/employee benefits experience.
2. Certified School Risk Managers (CSRM) Designation preferred.
3. Strong organization and people skills.
4. Valid Florida driver's license.
5. Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of risk management and environmental safety, property and casualty, worker's compensation, employee benefits, and employee wellness. Knowledge of Florida Statutes, State Board Rules and School Board policies governing these areas. Ability to use computers and software. Ability to communicate orally and in writing. Highly effective interpersonal skills.

#### REPORTS TO:

Assistant Superintendent for Human Resources and Risk Management

#### JOB GOAL

To protect the school district's human, financial, and physical aspects and resources from the consequences of losses by establishing a safe and secure environment and by providing a portfolio of affordable and competitive benefits.

#### SUPERVISES:

Assigned Personnel

#### PERFORMANCE RESPONSIBILITIES:

##### Service Delivery

1. To manage the district's insurance and employee benefits programs, policies, premiums, payments and claims.
2. To assume responsibility for insurance records and insurance accounting and assist in the development of RFP's.

Board Approved:



## **RISK AND EMPLOYEE BENEFITS MANAGER (Continued)**

3. To monitor the employee benefits programs for eligibility, cost effectiveness, and appropriate use of benefits.
4. To oversee all activities related to the privacy of and access to protected health information in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
5. To coordinate the workers' compensation program and monitor the claims status and return to work programs.
6. To coordinate and monitor the district's safety and loss control programs.
7. To analyze the district's claim, loss and accident history and identify methods to eliminate, minimize or indemnify risks to possible losses.
8. To participate in the investigation of employee accidents, claims, thefts and property losses and coordinate the preparation of materials and evidence for use in depositions, mediations, hearings, and litigation and insurance claim cases.
9. To assist in the negotiation of adjustments of insured and uninsured losses with insurance adjusters, thirty party administrators and insurance companies.
10. To serve as emergency coordinator for the district.
11. To monitor all district safety and emergency management plans.
12. To serve as a liaison with public safety authorities on all matters affecting school safety.
13. To assist in the review and evaluation of contracts and policies to ensure that the district is adequately protected.
14. To compile information needed for application for insurance coverage and respond to requests from insurers for information.
15. To oversee the timely processing of all invoices for employee benefit programs and the reconciliation and analysis of vendor invoices and statements.
16. To provide oversight for communication with and assistance to employees and retirees regarding benefit options and changes in and payments for their benefits.
17. To monitor the activities of insurance agents and salesmen on School Board premises.
18. To oversee Department of Education safety inspections of school and district facilities and coordinate the correction of safety hazards.
19. To oversee the drug testing program.
20. To compile and analyze data for the purpose of developing and recommending to the Superintendent policies and administrative procedures regarding employee benefits management, insurance programs, and liability risk factors.
21. To prepare necessary financial projections for annual budgetary and other purposes.
22. To oversee the preparation of documents needed for district labor negotiations and to serve on one negotiating team.

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

23. To assist in the representation of the district at risk management and employee benefit meetings.
24. To act as a liaison for the cafeteria plan with the program administrator.
25. To communicate with insurance vendors to ensure that employees and retirees obtain maximum benefits they are entitled to receive.
26. To coordinate district safety and wellness websites.

**Board Approved:**

## **RISK AND EMPLOYEE BENEFITS MANAGER (Continued)**

27. To communicate regularly with employees.
28. To interact with parents, outside agencies, businesses and the community to enhance the understanding of district initiatives and priorities and to elicit support and assistance.
29. To collaborate with all departments.
30. To respond to inquiries and concerns in a timely manner.
31. To keep supervisor informed of potential problems and or unusual events.
32. Serve on district, community, or state committees as assigned or appropriate.
33. Provide oversight and direction for cooperative planning with other agencies.

### **Professional Growth and Improvement**

34. To maintain a network of peer contacts through professional organizations
35. To keep informed of and disseminate information about current research, trends, and best practices in areas of responsibility
36. To maintain expertise in assigned areas to fulfill project goals and objectives
37. To facilitate the development, implementation and evaluation of staff development activities in assigned areas.
38. To attend training sessions, conferences and workshops as assigned or appropriate to keep abreast of current practices, programs and legal issues

### **Systemic Functions**

39. To represent the district in a positive and professional manner
40. To assist in the development of the department budget and monitor its implementation
41. To supervise assigned personnel, conduct annual performance appraisals and make recommendations for appropriate employment actions
42. To prepare or assist in the preparation of all required reports and maintain all appropriate records
43. To demonstrate support for the school district and its goals and priorities

### **Leadership and Strategic Orientation**

44. To provide leadership and direction for assigned areas of responsibility
45. To provide leadership and guidance in the development of annual goals and objectives for assigned department or program
46. To assist in implementing the district's goals and strategic commitment
47. To exercise proactive leadership in promoting the vision and mission of the district
48. To set high standards and expectations and promote professional growth for self and others
49. To utilize appropriate strategies and problem-solving tools to make decisions regarding planning, utilization of funds, delivery of services and evaluation of services provided
50. To demonstrate initiative in identifying potential problems or opportunities for improvement and take appropriate action
51. To use appropriate styles and methods to motivate, gain commitment and facilitate task accomplishment
52. To perform other tasks consistent with the goals and objectives of this position

\*Essential Performance Responsibilities

**Board Approved:**

**RISK AND EMPLOYEE BENEFITS MANAGER (Continued)**

**PHYSICAL REQUIREMENTS:**

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

Job Description Supplement 11

**TERMS OF EMPLOYMENT:**

Professional Technical                      Pay Grade P7    244 days worked per year (12 months)

**EVALUATION:**

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

**Board Approved:**



# SCHOOL DISTRICT OF INDIAN RIVER COUNTY

## ADMINISTRATIVE ASSISTANT, DISTRICT

### JOB DESCRIPTION

#### QUALIFICATIONS:

- (1) High school diploma or equivalent.
- (2) Postsecondary training or college credit preferred.
- (3) Four (4) years successful secretarial/clerical or paraprofessional experience.
- (4) ~~Competency in language and mathematics, as measured on a screening test with a minimum score of 80%.~~
- (5) Typing proficiency of 50 words per minute.
- (6) Computer proficiency.
- (7) Satisfactory criminal background check and drug screening.

#### KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge of computer software, office equipment, office practices and procedures. Knowledge of School Board policies that relate to job functions. Knowledge of district accounting, human resources and payroll practices. Ability to communicate orally and in writing. Ability to schedule time, establish priorities and work efficiently. Ability to compose correspondence and prepare reports in an articulate manner. Ability to compose letters, memoranda and other documents. Ability to use word processing, spreadsheet and database applications. Ability to promote a harmonious atmosphere and smooth flow of business. Skill in handling constituents' problems, concerns and emotional distress with sensitivity and tact. Ability to answer the telephone in a professional and courteous manner. Ability to handle sensitive information with confidentiality. Knowledge and understanding of all clerical positions within the office. Ability to manage the office. Ability to take initiative to begin projects without supervision.

#### REPORTS TO:

Assigned Administrator

#### JOB GOAL

To assist the department head with the administrative operations of the department.

#### SUPERVISES:

N/A

#### PERFORMANCE RESPONSIBILITIES:

Each person in this job classification may not be assigned responsibility for performing all tasks.

##### Service Delivery

- \*(1) Perform clerical duties required by activities and functions of the workplace including preparing and sending correspondence; receiving and routing incoming/outgoing mail and courier deliveries; setting up and maintaining files; handling personnel records and requests; preparing, processing and submitting required applications, reports, forms, grants, records, minutes, guides, manuals and other assigned projects.
- \*(2) Greet visitors and direct them to the appropriate area.

**ADMINISTRATIVE ASSISTANT, DISTRICT (Continued)**

- \* (3) Coordinate the preparation and distribution of information related to the department's area(s) of responsibility.
- \* (4) ~~Coordinate data entry for the exceptional student education programs.~~
- \* (5) Oversee the operation and maintenance of office equipment and report malfunctions for necessary repairs.
- \* (6) Maintain worksite personnel records concerning employment, sick leave, annual leave, certification, travel and other related areas.
- \* (7) Maintain home school records.
- \* (8) ~~Maintain magnet school applications and notify parents/guardians of acceptance/nonacceptance.~~
- \* (9) Obtain, assemble and organize pertinent data into usable form for local, state and federal audits.
- \* (10) Perform financial duties required by the activities and functions of the workplace, including initiating and processing requisitions, assisting in preparation and maintenance of budget, processing time sheets for payroll and other assigned projects.
- \* (11) Maintain supply inventory.
- \* (12) Maintain petty cash account(s).
- \* (13) Submit and monitor work orders.
- \* (14) Maintain payroll file and enter data.
- \* (15) Maintain the administrator(s) calendar.
- \* (16) Research and assemble information and background material for administrator's meetings.
- \* (17) Make arrangements for meetings and conferences.
- \* (18) Make travel arrangements and handle paperwork.
- \* (19) Demonstrate initiative in the performance of assigned responsibilities.

**Employee Qualities/Responsibilities**

- \* (20) Meet and deal effectively with the general public, staff members, parents, administrators and other contact persons using tact and good judgment.
- \* (21) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- \* (22) Ensure adherence to good safety standards.
- \* (23) Maintain confidentiality regarding school/workplace matters.
- \* (24) Model and maintain high ethical standards.
- \* (25) Maintain expertise in assigned areas to fulfill project goals and objectives.
- \* (26) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.

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

- \* (27) Sort and distribute U.S. and courier mail.
- \* (28) Handle workers' compensation claims at the department level.
- \* (29) Answer telephone in a courteous and professional manner.
- \* (30) Assist public by answering routine questions, scheduling appointments and completing forms.
- \* (31) Exercise service orientation when working with others.
- \* (32) Keep supervisor informed of potential problems or unusual events.
- \* (33) Use effective, positive interpersonal communication skills.
- \* (34) Respond to inquiries and concerns in a timely manner.
- \* (35) Serve on school/district committees as required or appropriate.

**ADMINISTRATIVE ASSISTANT, DISTRICT (Continued)****System Support**

- \*(36) Provide typing, filing, duplicating, inventory, record keeping and other general clerical duties for other personnel as directed by supervisor or required by School Board policy.
- \*(37) Perform data entry as necessary.
- \*(38) Exhibit interpersonal skills to work as an effective team member.
- \*(39) Follow federal and state laws as well as School Board policies, rules and regulations.
- \*(40) Demonstrate support for the school district and its goals and priorities.
- \*(41) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- \*(42) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- \*(43) Participate in cross-training activities as required.  
Perform other tasks consistent with the goals and objectives of this position.

\*Essential Performance Responsibilities

**PHYSICAL REQUIREMENTS:**

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

Job Description Supplement 05

**TERMS OF EMPLOYMENT:**

Confidential/Managerial	Pay Grade CM01 (formerly C1)
	244 days worked per year (12 months)

**EVALUATION:**

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

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# 2012 - 2013 NonInstructional 180 Day Calendar

PT - 660 Student Monitors

August 20 - First Day

June 6 - Last Day

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

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

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

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

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

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

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

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

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

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

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

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

Non Work Days

Paid Holidays

Working Days

Grand Total

180

## Non Workdays

September 3 Labor Day  
 October 19 State In-Service Day  
 November 9 Conference Day  
 November 19 thru 23 Thanksgiving Break  
 December 24 thru January 4 Winter Break  
 January 18 Teacher Workday  
 January 21 Martin Luther King Day  
 February 18 President's Day  
 March 25 thru March 29 Spring Break  
 April 1 Teacher Workday  
 May 24 Teacher Workday  
 May 27 Memorial Day

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# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

Telephone: (772) 564-4170 • Fax: (772) 564-4182

4.  
8/16

August 15, 2012

To: School Board Members

From: Todd Racine, Sebastian River High School

Regarding: Request for Approval of Donation



A donation of \$1988.05 was received from Autism Awareness. The funds will be used in the classrooms to buy supplies and fund Community Based Instruction outings. The funds were deposited into Sebastian River High School Class and Club Internal account.

*Todd Racine*

Todd Racine

## *"You Can't Hide That Shark Pride"*

Todd Racine Principal	•	Darivall Brown Assistant Principal	•	Jessica Keaton Assistant Principal	•	Kelly Ward Assistant Principal	•	William Wilson III Assistant Principal
Stephanie Cleveland Guidance Counselor	•	Kim O'Keefe Guidance Counselor	•	Wendy Palmer Guidance Counselor	•	Lynn Phillips Guidance Counselor	•	Enrique Valencia Guidance Counselor



*School District of Indian River County*

6/8/14

**Beachland Elementary School****3350 Indian River Drive East  
Vero Beach, Florida 32963-1799****Telephone: (772) 564-3300****FAX: (772) 564-3350****Caroline Barker**  
Principal**Theresa Wagner**  
Assistant Principal

August 15, 2012

{To}: School Board Members

{From}: Caroline Barker, Principal

Regarding: Beachland PTA Donation

Beachland Elementary received a donation of \$3,015.00 from our PTA for 2012-2013 teacher start up funds. These funds were deposited into Beachland's Internal funds.

Caroline Barker, Principal

CB/br





SURPLUS PROPERTY RECORDS  
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00058302	TILT SKILLET	CLEVELAND	4,000.00	4,000.00	.00	1340	530			08/07/1985	30665	9999	00	ACT3	FS
00059196	REFRIGERATOR	TAPCO-WALK-IN	4,880.00	4,880.00	.00	1340	541	19141		11/12/1986	65203	9999	00	ACT3	FS
00065489	STEAM KETTLE	40 GAL KETTLE	4,574.50	4,574.50	.00	1340	530	WT3137-93J01		11/30/1993	31803	9999	00	ACT3	FS
00065775	TRAILER	16' TANDEM AXLE	1,295.00	1,295.00	.00	1340	530			05/29/1992	85031	9999	00	ACT3	GR
00066621	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/129 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00066622	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/116 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00066623	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/120 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00066624	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/101 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00066625	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/119 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00066626	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/129 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00066628	MODULES	ROTATIVE LAB W/	3,753.25	3,753.25	.00	1340	530	94/134 DEGEM		09/30/1994	51341	9999	00	ACT3	00
00068350	CUTTER/MIXER (FOOD)	HOBART 45QT VER	7,650.00	7,650.00	.00	1340	541	31-1047-638		06/30/1995		9999	00	ACT3	FS
00069286	FLOOR POLISHER	PI600 HIGH SPEE	1,221.60	1,221.60	.00	1340	530	C8408		02/29/1996	70613	9999	GM	ACT3	00
00070741	TOOL BOX ON M-54	UTILITY BOX FOR	2,980.00	2,980.00	.00	1340	500			10/03/1996	79984	9999	00	ACT3	CR
00074498	INFOCUS DATA/VIDEO P		4,999.00	4,999.00	.00	1383	530	3W00500899		04/07/2000	00053819	9999	00	ACT3	
00074524	HOBART MIXER	KITCHEN	10,085.00	10,085.00	.00	1340	541	31-1208-064		04/28/2000	00054943	9999	00	ACT3	FS
00075857	HOBART SLICER	(	2,418.62	2,418.62	.00	1340	541	561-141-962		02/12/2001	00107787	9999	00	ACT3	FS
00075860	MANITOWOC ICE	MACHINE	2,378.00	2,378.00	.00	1340	530	001121221		02/12/2001	00107569	9999	00	ACT3	FS
00078031	CLEVELAND (GAS)	CONFECTION STMR	10,399.00	10,399.00	.00	1340	541	WC77129-02E-01		05/31/2002	00209677	9999	00	ACT3	FS
00079008	MANITOWIC CUBERS ICE	W/ STORAGE BIN	2,300.00	2,300.00	.00	1340	541	CANNOT SEE #		08/02/2002	00210362	9999	00	ACT3	FS
00080568	WALK IN FREEZER PER	SERVICE DEPT/VB	11,564.00	11,564.00	.00	1340	541	DX9302321-01		08/18/2003	00308816	9999	00	ACT3	FS
00080735	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000703		01/30/2004	00406988	9999	00	ACT3	
00080736	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000878		01/30/2004	00406988	9999	00	ACT3	
00080739	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000704		01/30/2004	00406988	9999	00	ACT3	
00080743	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000705		01/30/2004	00406988	9999	00	ACT3	
00080744	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000877		01/30/2004	00406988	9999	00	ACT3	
00080745	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000716		01/30/2004	00406988	9999	00	ACT3	
00080747	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000706		01/30/2004	00406988	9999	00	ACT3	
00080750	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000712		01/30/2004	00406988	9999	00	ACT3	
00080751	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000707		01/30/2004	00406988	9999	00	ACT3	
00080752	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	RT3J000882		01/30/2004	00406988	9999	00	ACT3	
00080753	HITACHI PROJ 1800 LU	HIT HITCPX327WS	1,585.00	1,585.00	.00	1340	530	TR3J000714		01/30/2004	00406988	9999	00	ACT3	
00081851	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K000655		03/07/2005	00507727	9999	00	ACT3	
00081851	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K000655		03/07/2005	00507727	9999	00	ACT3	
00081854	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001172		03/07/2005	00507727	9999	00	ACT3	
00081854	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001172		03/07/2005	00507727	9999	00	ACT3	
00081855	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001097		03/07/2005	00507727	9999	00	ACT3	
00081855	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001097		03/07/2005	00507727	9999	00	ACT3	
00081856	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001048		03/07/2005	00507727	9999	00	ACT3	
00081856	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001048		03/07/2005	00507727	9999	00	ACT3	
00081858	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001093		03/07/2005	00507727	9999	00	ACT3	
00081858	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001093		03/07/2005	00507727	9999	00	ACT3	
00081859	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001103		03/07/2005	00507727	9999	00	ACT3	
00081859	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001103		03/07/2005	00507727	9999	00	ACT3	
00081861	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K000194		03/07/2005	00507727	9999	00	ACT3	
00081861	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K000194		03/07/2005	00507727	9999	00	ACT3	
00081863	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001101		03/07/2005	00507727	9999	00	ACT3	
00081863	PROJECTORS HITCPX345	2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001101		03/07/2005	00507727	9999	00	ACT3	
00081865	PROJECTORS HITCPX345	2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001031		03/07/2005	00507727	9999	00	ACT3	

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

ASSET SUMMARY  
SURPLUS PROPERTY RECORDS  
AUCTION ITEMS - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL	GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00081865	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001031		03/07/2005	005				
00081866	PROJECTORS	HITCPX345 2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001160		03/07/2005	00507727	9999	00	ACT3	
00081866	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001160		03/07/2005	00507727	9999	00	ACT3	
00081867	PROJECTORS	HITCPX345 2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001021		03/07/2005	00507727	9999	00	ACT3	
00081867	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001021		03/07/2005	00507727	9999	00	ACT3	
00081872	PROJECTORS	HITCPX345 2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001044		03/07/2005	00507727	9999	00	ACT3	
00081872	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001044		03/07/2005	00507727	9999	00	ACT3	
00081873	PROJECTORS	HITCPX345 2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K000196		03/07/2005	00507727	9999	00	ACT3	
00081873	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K000196		03/07/2005	00507727	9999	00	ACT3	
00081874	PROJECTORS	HITCPX345 2000 LUMENS XG	124.03 *	124.03	.00	1340	500	G4K001105		03/07/2005	00507727	9999	00	ACT3	
00081874	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.58 *	3,460.58	.00	1340	530	G4K001105		03/07/2005	00507727	9999	00	ACT3	
00081875	PROJECTORS	HITCPX345 2000 LUMENS XG	124.25 *	124.25	.00	1340	500	G4K001042		03/07/2005	00507727	9999	00	ACT3	
00081875	PROJECTORS	HITCPX345 2000 LUMENS XG	3,460.50 *	3,460.50	.00	1340	530	G4K001042		03/07/2005	00507727	9999	00	ACT3	
00082318	PROJECTOR	HITCP345SE W/INSTALLATION	3,147.95	3,147.95	.00	1340	500	F5E015209		08/31/2005	00601987	9999	00	ACT3	
00082319	PROJECTOR	HITCP345SE W/INSTALLATION	3,147.95	3,147.95	.00	1340	500	F5E015199		08/31/2005	00601987	9999	00	ACT3	
00083027	CLEVELAND RANGE CONV	STEAMER GAS 36"	12,000.00 *	10,285.71	1,714.29	1340	530	WC96901-06F-01		07/31/2006	00610808	9999	00	ACT3	FS
00083027	CLEVELAND RANGE CONV	STEAMER GAS 36"	713.25 *	611.36	101.89	1340	541	WC96901-06F-01		07/31/2006	00610808	9999	00	ACT3	FS
00084016	TRUCK TRAILER (DONAT	HOMEMADE TRAILER	1,000.00	525.00	475.00	1340	500	NOVIN0200178365		04/10/2007	DONATION	9999	00	ACT3	
00084109	EPSON 82C 2000 LUMEN	PROJECTOR 5ER X	2,396.50	2,396.50	.00	1383	530	GY8F6Y0519L		02/20/2007	00705006	9999	00	ACT3	
00086476	HOBART FOOD PROCCSSO	1/16"SLICING PL	2,519.00	797.68	1,721.32	1340	530	76-1037150		12/14/2010	01003934	9999	00	ACT3	FS
00086479	HOBART SLICER 1/2 HP	STEEL CARRIAGE	5,557.00	1,256.94	4,300.06	1340	530	56-1318-939		12/14/2010	01003934	9999	00	ACT3	FS
TOTAL 70 RECORDS			198,703.41	190,390.85	8,312.56										

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER



SURPLUS PROPERTY RECORDS  
EQUIPMENT TO RECYCLE - REVENUE GENERATING

ASSET	DESCRIPTION 1	DESCRIPTION 2	ACCOUNT ORIG VAL	ACCUM DEPR	CURR VAL GL	FUND	SERIAL	ACQ	ACQ DATE	P.O.	CNTR	BDG	ROOM	DP
00067791	VIDEO TAPE RECORDER	S-VHS EDIT RECO	1,470.75	1,470.75	.00	1340	530	ET4A00932	09/15/1994	41278	9999	00	RCY3	00
00072940	PRINTER	LEXMARK OPTRA S	1,254.00	1,254.00	.00	1383	530	11-GXL27	07/30/1999	12636	9999	00	RCY3	
00074134	AUTOMOTIVE CARD SET		1,695.00	1,695.00	.00	1383	530		01/14/2000	00024489	9999	00	RCY3	
00077039	SONY LCD 18.1"	DISPLAY	1,099.00	1,099.00	.00	1383	541	0407548	11/09/2001	00204943	9999	00	RCY3	FS
00077934	APPLE IMAC G4	700MHZ	1,399.00	1,399.00	.00	1383	530	QT212LC5L3V	04/15/2002	00207646	9999	00	RCY3	
00077995	DELL LAT. C610	PIII,1.0GHZ	1,983.00	1,983.00	.00	1383	530	3M67D11	04/22/2002	00209452	9999	00	RCY3	CR
00078110	DELL OPTPLX	GX240,P4,1.7GHZ	1,199.00	1,199.00	.00	1383	500	DV96H11	06/10/2002	00210757	9999	00	RCY3	BD
00078124	NEC VIDEO (CALV	PROJECTOR	2,403.00	2,403.00	.00	1383	542	2400108SH	06/17/2002	00211150	9999	00	RCY3	TL
00078634	FOLLETT DOLPHIN	SCANNER	1,446.92	1,446.92	.00	1383	500	NONE	05/06/2002	00209408	9999	00	RCY3	
00079217	DELL OPTPLX SX260 -	CELERON,1.70GHZ	1,234.00	1,234.00	.00	1383	530	C0LG321	12/09/2002	00305499	9999	00	RCY3	
00079595	SONY 36" VEGA	FD TRINITRON	1,028.00	1,028.00	.00	1340	530	9032654	04/30/2003	00308176	9999	00	RCY3	
00079600	SONY 36" VEGA	FD TRINITRON	1,028.00	1,028.00	.00	1340	530	9029429	04/30/2003	00308176	9999	00	RCY3	
00079667	DELL POWEREDGE 2600	2.4GHZW/MONITOR	4,239.00	4,239.00	.00	1383	500	1PCLQ21	05/05/2003	00309548	9999	00	RCY3	
00080298	DELL OPTIPLEX SMALL	MINI TOWER BASE	1,255.00	1,255.00	.00	1383	500	4L07L31	10/20/2003	00404048	9999	00	RCY3	
00080969	POWEREDGE 2600 3.06G	XEON BOB PRIZIT	6,447.70	6,447.70	.00	1383	500	JRONF41	03/15/2004	00409041	9999	00	RCY3	
00081094	2U RACKMOUNT CHASSIS	DRIVES BAYS 460	2,449.74	2,449.74	.00	1383	530	F14102A4020056	04/12/2004	00409576	9999	00	RCY3	
00081624	Q1322A#ABA HP COLOR	G.NICHOL/SRHS	1,358.50	1,358.50	.00	1383	530	CNFBB19500	11/30/2004	00504346	9999	00	RCY3	
00082381	SPECIAL NEEDS COMPUT	19" HATCH (ESE)	.00 *	.00	.00	1383	500	DMW49AG00511	10/17/2005	00603210	9999	00	RCY3	
00082381	SPECIAL NEEDS COMPUT	19" HATCH (ESE)	2,567.30	2,567.30	.00	1383	530	DMW49AG00511	10/17/2005	00603210	9999	00	RCY3	
00082530	DELL OPTIPLEX GX620-	SP2 W/MEDIA OPT	1,165.00	1,165.00	.00	1383	542	GCLY791	04/10/2006	00606707	9999	00	RCY3	
00082698	OPTIPLEX GX 620 W/19	630/3GHZ 2M 800	1,255.00	1,255.00	.00	1383	530	HJCTT91	05/15/2006	00606515	9999	00	RCY3	21
00082785	PENTIUM IV 2.4 GHZ P	UNIT W/TOOLS ME	.00 *	.00	.00	1383	541	FC11620309	06/29/2006	00610532	9999	00	RCY3	FS
00082785	PENTIUM IV 2.4 GHZ P	UNIT W/TOOLS ME	1,489.00	1,489.00	.00	1383	530	FC11620309	06/29/2006	00610532	9999	00	RCY3	FS
00082823	OPTIPLEX GX620MT (TE	2M 800 (NEW POR	1,083.00	1,083.00	.00	1383	530	4TPR6B1	06/30/2006	00611002	9999	00	RCY3	
00083475	DELL LATITUDE D610 L	LAPTOP (ALLEN	1,811.00	1,811.00	.00	1383	542	CFX8TB1	09/29/2006	00702458	9999	00	RCY3	T1
00083545	DELL OPTIPLEX GX620	W/FLAT PANEL &	1,095.00	1,095.00	.00	1383	500	3ORLYB1	11/06/2006	00703970	9999	31	RCY3	
00084439	OLEVIA 242T FLAT SCR	HDTV MONITOR 42	1,059.00	1,023.70	35.30	1340	542	VILD76300482	09/17/2007	00802600	9999	00	RCY3	
00085027	HP TABLET W/OUTDOOR	NOTEBOOK	1,635.00	1,335.25	299.75	1383	542	2CE82024WW	06/30/2008	00810786	9999	00	RCY3	
00086336	TEK-465 15" SCREEN	POS TOUCH COMPU	1,237.00	597.88	639.12	1383	541	186336	02/26/2010	01002756	9999	00	RCY3	FS
TOTAL 29 RECORDS			47,385.91	46,411.74	974.17									

\* = ACCOUNT AND BASE ORIGINAL VALUES DIFFER

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## **2012 - 2014 School Health Services Plan**

**Due by September 15, 2012**

**E-mail Plan as an Attachment to:**

[HSF\\_SH\\_Feedback@doh.state.fl.us](mailto:HSF_SH_Feedback@doh.state.fl.us)

### Contact Person

*Below please indicate a contact person who was involved in the preparation of this plan and can answer questions if they arise.*

Name: Linda Young, RN

Credentials: Registered Nurse

Position: Senior Community Health Nursing Supervisor

Agency: Indian River County Health Department

Mailing Address: 1900 27th Street

City: Vero Beach

County: Indian River

State: Florida

Zip Code: 32960

Phone: (772) 794-7473

Work Cell Phone: (772) 473-1237

Fax: (772) 794-7487

Email: [linda\\_young@doh.state.fl.us](mailto:linda_young@doh.state.fl.us)

## SUMMARY - SCHOOL HEALTH SERVICES PLAN 2012 - 2014

**Statutory Reference.** Section 381.0056, F.S. requires each county health department (CHD) to develop, jointly with the school district and school health advisory committee, a School Health Services Plan (referred herein as the "Plan") that outlines the provisions and responsibilities to provide mandated health services in all public schools. Chapter 64F-6.002, Florida Administrative Code (F.A.C.) requires the plan to be completed biennially.

**The Plan format is arranged in 3 parts relating to the services provided and funding streams, as follows:**

- **Part I: All public schools** – this section contains each of the Florida statutes (Department of Health (DOH) and Department of Education (DOE) that relate to the mandated basic health services for students in all public schools.
- **Part II: Supplemental Health Services for Comprehensive Schools** – 46 counties receive state funding for comprehensive programs that provide enhanced services to high risk children. These services are in addition to the services identified in Part I.
- **Part III: Health Services for Full Service Schools (FSS)** – all counties receive funding for FSS serving high-risk students with limited access to services. These services are in addition to the basic services identified in Part I.

**The Plan contains 4 columns, as follows:**

- **Column 1 – Statutory Requirements.** This column is in order by statute and establishes the primary requirements and mandates.
- **Column 2 – Program Standards.** This column provides the standards that are related to the statutory requirements. Where rules are not available, standards are based on other guidelines (such the Florida School Health Administrative Guidelines (2007), current School Health Services Plan, or standards of practice).
- **Column 3 – Local Agency(s) Responsible.** The local agencies (CHD, LEA, and SHAC) determine the responsibilities for providing the services described in each statutory requirement and program standard when the Plan is developed. These responsibilities will depend upon the county service/staffing model, funding sources, community partners, and collaboration.
- **Column 4 – Local Implementation Strategy & Activities.** The local agencies will define the activities and services provided to meet each statutory requirement and program standard identified.

## CHANGES FROM 2010 - 2012

- Renumbered and shifted certain statutory section references from s. 381.0056, F.S. and s. 381.0057, F.S. in accordance with the provisions of Florida House of Representatives Bill 1263 An act relating to the Department of Health.
- Added Item I. 3. d. referring to the composition of the school health advisory committee (SHAC).
- Added individualized care plan and emergency action plan development to Item I. 6. a.
- Inserted Item I. 9. b. regarding referral of uninsured, Medicaid ineligible students to Florida Vision Quest and Florida Heiken Children's Vision Program.
- Revised Item I. 15. to include statutory responsibility for schools to register automatic external defibrillators with the county emergency services director.

**2012 - 2014 School Health Services Plan****County: INDIAN RIVER**

- Moved s. 1002.20, F.S. requirements regarding students with asthma, life threatening allergies, diabetes and students who have experienced or at risk for pancreatic insufficiency from Section I. 32. on school district medication policy to separate Sections 33., 34., 35., and 36., respectively. Added additional references to statutory requirements regarding the above four health conditions.



**GENERAL INSTRUCTIONS**

- The 2012 - 2014 plan format is in a Microsoft Excel file. The cells where you enter information are "unlocked" and allow you to type information into them. The cells with references from statute, rule or program standards are locked.
- Please make sure that you only open the 2012 - 2014 School Health Services Plan format in Microsoft Excel.
- Do not work in this file until you have opened and saved it to your network drive or a flash/travel drive. When saving for the first time, use the "Save As" function and add your county's name to the beginning of the file name so your plan will not be confused with that of another county.
- Insert your county's name into the file "Header" by choosing "File", "Page Set-Up", Header/Footer", "Custom Header".
- If you need clarification on the programmatic items in the plan, please email the School Health mailbox at: [hsf\\_sh\\_feedback@doh.state.fl.us](mailto:hsf_sh_feedback@doh.state.fl.us)
- If you have any technical questions about the Excel format not answered by these instructions, please contact Leslie Wurster at (850) 245-4444, Extension 2936 or [Leslie\\_Wurster@doh.state.fl.us](mailto:Leslie_Wurster@doh.state.fl.us) for assistance.
- Submit the School Health Services Plan (completed electronic Excel file) by September 15, 2012 to the School Health mailbox at [HSF\\_SH\\_Feedback@doh.state.fl.us](mailto:HSF_SH_Feedback@doh.state.fl.us) and copy your county's state School Health Program Office liaison.

## 2012 - 2014 School Health Services Plan Signature Page

My signature below indicates that I have reviewed and approved the 2012 - 2014 School Health Services Plan and it's local implementation strategies, activities, and designations of local agency responsibility as herein described:

Position	Name and Signature	Date
County Health Department Administrator / Director	Miranda C. Hawker, M.P.H.	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
County Health Department Nursing Director	Rose Parker, RN	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
County Health Department School Health Coordinator	Linda Young, RN     Senior Community Health Nursing Supervisor	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Board Chair Person	Jeffrey Pegler	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District Superintendent	Dr. Fran Adams	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School District School Health Coordinator	Cecelia Meeks, RN	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Advisory Committee Chairperson	Judy Orcutt	
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>
School Health Services Public / Private Partner		
	<i>Printed Name</i>	
	<i>Signature</i>	<i>Date</i>

Part	Statutory Requirements (Legislative mandates that establish School Health Program requirements)	Program Standards (Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)	Local Agency(s) Responsible (Identify the local agency or multiple agencies responsible for each plan requirement / standard)	Local Implementation Strategy & Activities (Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)
PART I: PREVENTIVE HEALTH SERVICES FOR ALL PUBLIC SCHOOLS				
I.	1. s. 381.0056, F.S. School Health Services Program.-	Each county health department (CHD) uses the annual schedule C funding allocation (General Appropriations Act) to provide school health services pursuant to the <i>School Health Services Act</i> . (s. 381.0056(1), F.S.)	Indian River County Health Department	Schedule C funds are used to provided School Health services based on approved School Health Plan. Plan is reviewed and revised according to school health needs every two years. Staffing model developed accordingly. CHD Supervisor and LEA School Health Coordinator meet in June of each year to review plan objectives, and modify according to student health needs.
I.	2. s. 381.0056(3), F.S. The Department of Health (DOH), in cooperation with the Department of Education (DOE), shall supervise the administration of the school health services program and perform periodic program reviews.	a. The CHD and local education agency (LEA) each designate one person to be responsible for the coordination of planning, development, implementation and evaluation of the local school health program. Those two individuals should collaborate throughout the school year to assure program compliance and to plan and assess the delivery of program services. (Ch. 64F-6.002(2)(i), F.A.C.)	CHD School Health Nursing Supervisor. LEA School Health Coordinator and her assistant	CHD Nursing Supervisor and LEA Registered Nurse School Health Coordinator and her Licensed Practical Nurse assistant communicate regularly, plan accordingly, and monitor the activities of staff responsible for the implementation of the approved School Health Plan. CHD Nursing Supervisor, LEA School Health Coordinator, with input from school health staff review the plan at the end of the school year to assess plan and program compliance. The CHD Supervisor and LEA School Health Coordinator conduct health room monitoring visits as needed throughout the school year.
		b. The local school health services plan shall describe employing or contracting for all health-related staff and the supervision of all school health services personnel regardless of funding source. (Ch. 64F-6.002(2)(j), F.A.C.)	CHD School Health Nursing Supervisor. LEA School Health Coordinator and her assistant	CHD Nursing Supervisor and LEA School Health Coordinator supervise their respective agency staff and all staff are monitored for compliance and evaluated once a year with a six month review of performance standards by the CHD Nursing Supervisor and LEA School Health Coordinator.

Part	<b>Statutory Requirements</b> <i>(Legislative mandates that establish School Health Program requirements)</i>	<b>Program Standards</b> <i>(Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)</i>	<b>Local Agency(s) Responsible</b> <i>(Identify the local agency or multiple agencies responsible for each plan requirement / standard)</i>	<b>Local Implementation Strategy &amp; Activities</b> <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
		c. Protocols for supervision of school health services personnel shall be described in the local school health services plan to assure that such services are provided in accordance with statutory and regulatory requirements and professional standards. (Ch. 64F-6.002(2)(j)(1), F.A.C.)	CHD School Health Nursing Supervisor and LEA School Health Coordinator.	CHD School Health Personnel are shadowed twice a year and evaluated based on locally designed monitoring policies and performance standards as outlined in their employee evaluations by the CHD School Health Nursing Supervisor. Quality improvement meetings with CHD school staff are facilitated by the CHD Nursing Supervisor throughout the school year. LEA School Health Coordinator performs random School Health Room Inspections during the school year utilizing the standard state approved forms. All LEA School Health Staff are evaluated yearly for compliance of required licensure/certification, CPR/First Aid and medication training.
		d. Decisions regarding medical protocols or standing orders in the delivery of school health services are the responsibility of the CHD medical director in conjunction with district school boards, local school health advisory committees, the school district medical consultant, or the student's private physician. (Ch. 64F-6.002(2)(j)(2), F.A.C.)	CHD Medical Director, district school board, local SHAC, if applicable the student's private physician.	The current school district School Health Services Manual is reviewed annually, as are standing orders, for updates by the LEA School Health Coordinator and is available to the CHD Medical Director for review. The School Health Advisory Committee is encouraged to review health policies in place and make recommendations based on best practice guidelines of CHD Medical Director or local physician recommendation.
I.	3. s. 381.0056(4)(a), F.S. Each county health department (CHD) shall develop, jointly with the district school board (a.k.a. local educational agency or LEA) and the local school health advisory committee (SHAC), a school health services plan.	a. Complete the school health services plan biennially and approved and signed by the superintendent of schools, school board chairperson, CHD medical director or administrator. (Ch. 64F-6.002(3), F.A.C.)	Indian River County School Health Staff, LEA School Health Staff, SHAC.	CHD School Health Nursing Supervisor facilitates the School Health Plan Workshops every two years. Meeting schedules are distributed to SHAC participants by the Chair of the SHAC and the CHD School Health Nursing Supervisor sends invitations to community partners who wish to participate in the school health program. The draft plan is sent to the plan signatories for review and approval.

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		b. Review the school health services plan each year for the purpose of updating the plan. Amendments shall be signed by the school district superintendent and the CHD medical director or administrator. (Ch. 64F-6.002(3)(a), F.A.C.)	CHD School Health Nursing Supervisor, CHD School Health Staff. LEA School Health Coordinator and her assistant.	CHD School Health Nursing Supervisor and CHD School Health Staff review the School Health Plan at a minimum of quarterly throughout the year. CHD School Staff submit progress reports verbally and in writing on plan activities monthly.
		c. Establish procedures for health services reporting in Health Management System (HMS) and the annual report, to include services provided by all partners. (Ch. 64F-6.002(2)(g), F.A.C.)	CHD School Health Nursing Supervisor. LEA School Health Coordinator, LEA and CHD School Health Personnel	CHD and LEA school health staff will enter data into TERMS and HMS regularly. Semester reports will be generated by the LEA/CHD School Health Coordinator and submitted in a format that can be entered into the HMS system. CHD staff will enter service data within two weeks of the service date.
		d. As per s. 381.0056(4)(a)(18)(b), F.S., each School Health Advisory Committee (SHAC) should include members representing the eight components of the Centers for Disease Control and Prevention's Coordinated School Health (CSH) model. The SHAC is encouraged to address the these eight CSH components in the school district's wellness policy pursuant to s. 1003.453, F.S..	SHAC Membership	SHAC will include diverse community partners representative of the eight components of the Coordinated School Health model. Meetings will take place at least 6 times annually. SHAC will review progress reports verbally or in writing from LEA staff who are working on or implementing the school district's wellness policy.
I.	4. s. 381.0056(4)(a)(1), F.S. Health appraisal	a. Determine the health status of students.	CHD and LEA School Health Personnel	Health status determined through record reviews, screenings and health room visits ongoing throughout the year as needed.

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I.	5. s. 381.0056(4)(a)(2), F.S. Records review	a. Perform initial school entry review of student health records, to include school entry physical, immunization status (DH 680), cumulative health record, emergency information, etc. (Ch. 64F-6.005(1), F.A.C.)	LEA and CHD School Health Personnel	School physical forms, immunization records, cumulative health folders, and emergency forms on all new and transferring students will be reviewed upon first time entry, or transfer into district schools and updated as needed throughout the school year.
		b. Perform annual review of each student's emergency information and medical status. An emergency information card for each student shall be updated each year. (CH. 64F-6.004(1)(a), F.A.C.)	LEA and CHD School Health Personnel	Each school's health assistant will distribute the emergency forms for parent/guardian updates at the beginning of each school year. Changes will be noted and appropriate LEA or CHD school health staff will be notified.
I.	6. s. 381.0056(4)(a)(3), F.S. Nurse assessment	a. Perform school entry and periodic assessment of student's health needs. (Ch. 64F-6.001(6), F.A.C.). For day-to-day and emergency care of students with chronic or acute health conditions at school, the registered nurse (RN) develops an individualized health care plan (IHCP), and as determined by the RN, utilizes the IHCP to develop an emergency action plan (EAP) for use by unlicensed assistive personnel and school staff.	LEA and CHD Registered Nursing Personnel	School Health Registered Nursing Personnel will be notified by health assistants of any changes in the health status of students that may result in the need for an (IHCP) or (EAP) at the beginning and throughout the year. The LEA or CHD Registered Nurse, who is assigned to the school, will develop the student's (IHCP) and (EAP) based on the physicians medical management plan, to include consultation with the parent/guardian. The EAP and IHCP will be developed and updated as two separate documents. The RN will review the EAP with unlicensed assistive personnel and school staff as appropriate, and provide child specific training as indicated.
I.	7. s. 381.0056(4)(a)(4), F.S. Nutrition assessment	Identify students with nutrition related problems (Florida School Health Administrative Guidelines. (2007), Ch. 11)	LEA and CHD School Health Personnel	LEA and CHD School Health Personnel will provide appropriate follow-up based on screening guidelines, and upon referral from the school unlicensed assistive personnel and follow up with student's parent/guardian notifying them of available community resources for referral or evaluation.

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I.	8. s. 381.0056(4)(a)(5), F.S. Preventive dental program	a. Provide preventive dental services.	LEA school health personnel, CHD Dental Coordinator, Community Dental Partners	Oral health screening will be taught to health assistants in order to assist with identifying students with oral health issues. Parents will be notified when problems are identified and provided a list of community dental providers contact information. Student education will be provided.
		b. Coordinate and link students to community dental services.	CHD Dental Coordinator, LEA/CHD School Health Personnel	School based dental sealants will be offered to students attending Title 1 schools targeting second grade as resources permit. Community Dental Partners will work collaboratively with the CHD Dental Coordinator to provide services and follow-up.
I.	9. s. 381.0056(4)(a)(6), F.S. Vision Screening	a. Provide vision screening in grades K, 1, 3 & 6 and to new students in K - 5 (minimum). (Ch. 64F-6.003(1), F.A.C.)	LEA and CHD School Health Personnel	LEA and CHD School health staff provide screening services in collaboration with trained community volunteers on a pre-arranged schedule with the schools. Charter Schools will be encouraged to report their screening data to the CHD.
		b. Refer uninsured students that are ineligible for Medicaid to state contracted vision service provider assigned to county (Florida Vision Quest or Florida Heiken Children's Vision Program) or locally funded resource.	LEA School Health Coordinator and LEA School Health Personnel	LEA School Health staff identify students who are eligible for Florida Heiken Children's Vision Program. Facilitate completion of appropriate forms by sending them to parents. LEA School Health Coordinator is notified when paperwork is complete and contacts Heiken to arrange for vision services at school sites.
		c. Track screening results and referrals.	LEA and CHD School Health Personnel	LEA School Health Personnel will initiate follow-up services and work in collaboration with CHD staff to complete referral outcomes.
		d. Ensure all vision screening services are coded into HMS, to include FTTYs (First Time This Year), outcomes, and incomplete referrals.	LEA and CHD School Health Personnel	LEA School Health Personnel enter screening data into TERMS database. CHD School Health Staff collect data as well and enter data into HMS.
I.	10. s. 381.0056(4)(a)(7), F.S. Hearing Screening	a. Provide hearing screening in grades K, 1, & 6 and to new students in K - 5 (minimum), and optionally 3. (Ch. 64F-6.003(2), F.A.C.)	LEA, CHD School Health Staff and trained volunteers	LEA and CHD School health staff will collaborate on the provision of screening services in collaboration with trained community volunteers based on pre-arranged schedule with the schools.
		b. Track screening results and referrals.	LEA & CHD School Health staff	LEA school health staff will initiate follow-up services and work in collaboration with CHD staff to complete referral outcomes.

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		c. Ensure all hearing screening services are coded into HMS, to include FTTYs, outcomes, and incomplete referrals.	CHD & LEA School Health Staff	LEA and CHD school health staff will collaborate on all referral outcomes. CHD staff will obtain data from each LEA school health assistant for entry into HMS from their assigned schools.
I.	11. s. 381.0056(4)(a)(8), F.S. Scoliosis Screening	a. Provide scoliosis screening in grade 6 (minimum). (Ch. 64F-6.003(4), F.A.C.)	LEA, CHD Registered Nursing Staff and Volunteer Registered Nurses	LEA and CHD school health staff will collaborate on provision of screening services with trained community volunteers based on pre-arranged schedules with the schools.
		b. Track screening results and referrals.	CHD & LEA School Health Staff	LEA school health staff will initiate follow-up services and work in collaboration with CHD staff to complete referral outcomes.
		c. Ensure all scoliosis screening services are coded into HMS, to include FTTYs, outcomes, and incomplete referrals.	CHD & LEA School Health Staff	LEA & CHD school health staff will collaborate on all referral outcomes. CHD staff will obtain data from each LEA school health assistant for data entry into HMS specific to their assigned schools.
I.	12. s. 381.0056(4)(a)(9), F.S. Growth & Development (G&D) Screening	a. Provide G&D screening, using Body Mass Index (BMI), in grades 1, 3, 6 (minimum), and optionally 9. (Ch. 64F-6.003(3), F.A.C.)	LEA & CHD School Health Personnel	LEA and CHD school health staff will collaborate on the provision of screening services with trained community volunteers based on pre-arranged schedules with the schools.
		b. Track screening results and referrals.	LEA & CHD School Health Personnel	LEA school health staff will initiate follow-up services and work in collaboration with CHD staff to complete referral outcomes.
		c. Ensure all G&D screening services are coded into HMS, to include FTTYs, outcomes, and incomplete referrals.	LEA & CHD School Health Personnel	LEA and CHD school health staff will collaborate on all referral outcomes. CHD school health staff will obtain data from each LEA school health assistant for data entry into HMS specific to their assigned schools. CHD School Health Staff will enter screening data within 2 weeks of screening
I.	13. s. 381.0056(4)(a)(10), F.S. Health counseling	a. Provide health counseling as appropriate.	LEA & CHD Licensed School Health Personnel	LEA and CHD licensed school health staff will counsel students based on policy and protocols in the school district health services manual or per Administrative Guidelines.



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		b. Document health counseling in the student health record.	LEA & CHD Licensed School Health Personnel	LEA and CHD licensed school health staff will document counseling based on policy and protocols in the school district Health Services Manual and Administrative Guidelines.
I.	14. s. 381.0056(4)(a)(11), F.S. Referral and follow-up of suspected and confirmed health problems	a. Provide referral and follow-up of abnormal health screenings, emergency health issues, and acute or chronic health problems.	LEA & CHD School Health Personnel	LEA school health staff will initiate referral and follow-up services, work collaboratively with CHD school health staff on referrals to appropriate in school and community resources addressing the needs of students with abnormal health screenings, emergency, acute or chronic health problems.
		b. Coordinate and link to community health resources.	LEA & CHD School Health Personnel	LEA and CHD school health staff will share lists of community resources.
		c. Require child abuse reporting. (s. 1006.061, F.S.)	LEA & CHD School Health staff, School Administration	LEA School Health Coordinator and CHD Supervisor will be informed about reports made by their staff, and address barriers to reporting.
I.	15. s. 381.0056(4)(a)(12), F.S. Meeting emergency health needs in each school	a. Ensure written health emergency policies and protocols are maintained and include minimum provisions. (Ch. 64F-6.004(1), F.A.C.)	LEA School Health Coordinator, CHD Nursing Personnel, CHD Medical Director, Medical Providers	LEA School Health Coordinator/CHD Nursing Supervisor will instruct their staff on policies and protocols. Monitoring compliance will be ongoing throughout the year. LEA School Health Policy and Procedures Manual will be reviewed and revised as needed annually and made available to CHD Medical Director for review.
		b. Ensure health room staff and two additional staff in each school are currently certified in cardiopulmonary resuscitation (CPR) and first aid and a list posted in key locations. (Ch. 64F-6.004(2&3), F.A.C.)	LEA School Health Coordinator & LEA School Health Personnel, Principal of each school	LEA School Health Coordinator facilitates training and informs principals of training dates and times. Principal will designate staff and assure compliance is maintained. LEA School Health Coordinator/CHD Nursing Supervisor will assess compliance during health room inspections. Health Assistants will maintain and update list and post in strategic locations throughout the school. List will be updated yearly.
		c. Assist in the planning and training of staff responsible for emergency situations. (Ch. 64F-6.004(4), F.A.C.)	LEA School Health Coordinator and CHD School Health Nursing Personnel	LEA School Health Coordinator in collaboration with CHD School Health Nursing personnel will identify training needs in each school and respond accordingly. All initial training of new LEA school health personnel will be completed by LEA School Health Coordinator.

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		d. The school nurse shall monitor adequacy and expiration of first aid supplies, emergency equipment and facilities. (Ch. 64F-6.004(5), F.A.C.)	LEA School Health Personnel, LEA School Health Coordinator, and Principals	LEA School Health Coordinator or her designee will assure adequate supplies are maintained in each health room. Health assistants will monitor expiration dates, replace outdated materials and supplies. LEA School Health Coordinator will be informed of supply and equipment issues.
		e. The school principal (or designee) shall assure first aid supplies, emergency equipment, and facilities are maintained. (Ch. 64F-6.004(6), F.A.C.)	LEA School Health Personnel, LEA School Health Coordinator, Principals and Risk Management	Supply inventory is completed at the end of the year. Orders are placed and supplies are replenished prior to the start of the next school year and as needed. All AED equipment is checked monthly and the check is documented. Custodial staff maintain health room cleanliness. Problems identified will be reported to the LEA School Health Coordinator.
		f. Document all injuries or illnesses requiring emergency treatment & report to the principal. (Ch. 64F-6.004(7), F.A.C.)	LEA School Health Personnel, Principals and Risk Management	All injury reports are completed within 24 hours. Principals are notified as is risk manager as soon as possible by health assistant. Hard copy of report is made and sent to risk management and entered into TERMS.
		g. It is the responsibility of each school that is a member of the Florida High School Athletic Association to: (1) have an operational automatic external defibrillator (AED), (2) ensure employees expected to use the AED obtain appropriate training, and (3) and register the AEDs with the county emergency medical services director. (s. 1006.165, F.S.)	LEA, Athletic Director, Principal, Risk Management	1. LEA Risk Management is responsible to ensure each campus has an operational AED. 2. Athletic trainers maintain their own certificates. 3. LEA will register the AEDs with the county emergency medical services director.
I.	16. s. 381.0056(4)(a)(13), F.S. Assist in health education curriculum	Collaborate with schools, health staff and others in health education curriculum development.	LEA Curriculum and Instruction Department and Staff, Community Health Partners	Review and collaborate on health curriculum development as needed and requested by curriculum director.
I.	17. s. 381.0056(4)(a)(14), F.S. Refer student to appropriate health treatment	a. Use community or other available referral resources.	LEA & CHD School Health Staff	School Health Assistants and CHD School Health Staff will utilize current resource list for referrals.

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		b. Assist in locating referral sources for Medicaid eligible or underinsured students (community health and social service providers).	LEA & CHD School Health Staff	Resource lists are shared among LEA and CHD School health staff. Community resource lists are updated by agencies. Community resource lists are made available to families in need.
I.	18. s. 381.0056(4)(a)(15), F.S. Consult with parents or guardian regarding student's health issues	Provide consultation with parents, students, staff and physicians regarding student health issues. (Ch. 64F-6.001(1), F.A.C.)	LEA & CHD School Health Staff and Student Support Services	Upon request and in accordance with HIPPA/FERPA laws, student health issues are addressed with appropriate personnel and parents.
I.	19. s. 381.0056(4)(a)(16), F.S. Maintain health-related student records	a. Maintain a cumulative health record for each student that includes required information. (Ch. 64F-6.005(1), F.A.C.)	LEA & CHD School Health Personnel	Upon enrollment, and when students are transferred to another school, cumulative health folders are obtained or created.
		b. Maintain student health records per s. 1002.22, F.S. (Ch. 64F-6.005(2), F.A.C.)	LEA & CHD School Health Personnel	Health records are maintained and kept up to date by school health personnel. Appropriate documentation is entered and student confidentiality is maintained.
I.	20. s. 381.0056(4)(a)(17), F.S. Provision of health information for exceptional student education (ESE) program placement	Provide relevant health information for ESE staffing and planning according Ch. 6A-6.0331 and 64F-6.006, F.A.C.	LEA & CHD School Health Personnel, Teachers and Student Support Personnel, Parents/Guardians	Upon referral of student for ESE services, relevant health information is obtained and shared in accordance with HIPPA/FERPA laws with appropriate staffing participants.
I.	21. s. 381.0056(5)(a)(18), F.S.	a. Notify each private school annually of the school health services program and the opportunity to participate.	CHD School Health Nursing Supervisor, LEA School Health Coordinator	CHD/DOE School Health Nursing Supervisor/Coordinator checks the DOE website to obtain a list of private schools. Schools are contacted via phone, fax, mail or e-mail regarding services available. Services are offered based on local resources.
		b. Private schools participating in the program shall meet specified requirements per s. 381-0056(5)(a)-(g), F.S.	Private School Administrator or Director	CHD School Health Nursing Supervisor and LEA School Health Coordinator are available to answer questions regarding requirements based on Florida Statutes.

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I.	22. s. 381.0056(6)(a), F.S. The district school board shall include health services and health education as part of the comprehensive plan for the school district.		LEA Student Support Services Department, Curriculum Director	Departments will work together to develop a plan to address the health service and health education needs of students based on available resources and in collaboration with parents, principals the local health department, community providers and in accordance with the mandated services outlined in Florida Statutes.
I.	23. s. 381.0056(6)(b), F.S. The district school board shall provide in-service health training for school personnel.		LEA School Health Coordinator, CHD School Health Staff and Principals	In-service health training will be offered to school personnel based on student needs, upon request of the principals, or when student health conditions warrant it. CHD School Staff will assist LEA School Health Coordinator to identify training needs of health assistants in their assigned schools.
I.	24. s. 381.0056(6)(c), F.S. The district school board shall make available adequate physical facilities for health services.	Health room facilities in each school will meet DOE requirements. (State Requirements for Educational facilities, December 2007)	Facilities Director and Principals	LEA School Health Coordinator will report any problems identified during site visits to school principals. School Principals will address issues with Facilities Director.
I.	25. s. 381.0056(6)(d), F.S. The district school board shall, at the beginning of each school year, provide parents with information concerning ways that they can help their children to be physically active and eat healthful foods.		Food Services Director	Information will be incorporated into each school's "Orientation Book" that is given to parents at the beginning of the school year. Food Service Director will be responsible for providing copies of information to be included in each schools "Orientation Book" at the beginning of each school year.
I.	26. s. 381.0056(6)(e), F.S. The district school board shall inform parents or guardians in writing at the beginning of each school year of the health services provided.	a. Provide the opportunity for parents or guardians to request an exemption in writing.	LEA School Health Coordinator	Information will be incorporated into each school's "Orientation Book" for parents at the beginning of the school year notifying them of their rite to exclude their student from participating in any of the health services offered. Written exclusion notices from parents will be kept in the cumulative health folder and the LEA Health Services Coordinator will be notified.

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		b. Obtain parent permission in writing prior to invasive screening.		Currently, no invasive screenings are performed.
I.	27. s. 1003.22(1), F.S. Each district school board shall require that each child who is entitled to admittance to kindergarten, or is entitled to any other initial entrance into a public school in this state, present a certification of a school-entry health examination performed within 1 year prior to enrollment in school.	The school health plan shall include initial school entry health examination policy. (Ch. 64F-6.002(2)(f), F.A.C.) Note: Reference policy to Ch. 6A-6.024, F.A.C.	School District Superintendent, LEA and CHD School Health Personnel	Current School district policy permits up to thirty school days for students in grades 1-12 to produce documentation of a school entry physical or opt-out on the basis of religious grounds. Unless religiously exempt, Kindergarten enrollees must present or have on file the school entry PE performed within 1 year prior to enrollment by the first day of attending school due to the difficulty of excluding those students once they have started school, no grace period is allowed.
I.		The school health plan shall include immunization policies in each school that comply with Ch. 64D-3.046, F.A.C. (Ch. 64F-6.002(2)(e), F.A.C.).	School District Superintendent, LEA and CHD School Health Personnel	Current School district policy requires that students entering or transferring to another school district Kindergartens must present a certified 680 prior to entry or attending Kindergarten upon enrollment. No grace period is permitted for Kindergarten entry.
I.	28. s. 1003.22(9), F.S. The presence of any of the communicable diseases for which immunization is required by the Department of Health in a Florida public or private school shall permit the county health department director or administrator or the State Health Officer to declare a communicable disease emergency.	The school health plan shall include communicable disease policies. (Ch. 64F-6.002(2)(d), F.A.C.) Note: Policies need to provide for interagency coordination during suspected or confirmed disease outbreaks in schools.	CHD Administrator, Medical Director, LEA Risk Manager	CHD Administrator in conjunction with the CHD Medical Director will notify LEA Risk Manager regarding an outbreak situation which calls for action on the part of the CHD and LEA to implement control measures. Control measures may include declaration of a communicable disease emergency by the CHD Administrator, establishing a mechanism to notify parents/guardians of exclusion plan for students who are not fully immunized and who may be at risk for exposure to a vaccine preventable communicable disease. CHD and LEA will collaborate on implementation of exclusion and re-admittance policies based on guidance received from CHD. CHD will function as the lead agency in the case of an outbreak situation

Part	<b>Statutory Requirements</b> <i>(Legislative mandates that establish School Health Program requirements)</i>	<b>Program Standards</b> <i>(Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)</i>	<b>Local Agency(s) Responsible</b> <i>(Identify the local agency or multiple agencies responsible for each plan requirement / standard)</i>	<b>Local Implementation Strategy &amp; Activities</b> <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
I.	29. s. 1006.062(1)(a), F.S. Each district school board shall include in its approved school health services plan a procedure to provide training, by a licensed registered nurse, a practical nurse, a physician or a physician assistant (pursuant to chapter 458 or 459), to the school personnel designated by the school principal to assist students in the administration of prescribed medication.	Include provisions in the procedure for general and student-specific medication training.	LEA School Health Coordinator, LEA LPN and CHD School Health Nursing Personnel	LEA School Health Coordinator, LEA LPN and or CHD Nursing Personnel will provide training for unlicensed assistive personnel for general and student - specific medication administration. LEA School Health Coordinator or LEA LPN, as designated by the LEA School Health Coordinator, will provide the initial training for all health room substitutes prior to their first day working in a school health room as part of their orientation. CHD nursing personnel will be responsible to report any concerns regarding medication administration or procedures to both the LEA School Health Coordinator and the CHD School Health Supervisor. LEA School Health Coordinator will follow-up on concerns.
I.	30. s. 1006.062(1)(b), F.S. Each district school board shall adopt policies and procedures governing the administration of prescription medication by district school board personnel.	a. The school district medication policy will be reviewed annually and updated as necessary to ensure student safety.	LEA School Health Coordinator	LEA School Health Coordinator reviews medication policy and procedure manual, parent handbook and forms used at the end of each school year. Policy changes are discussed in consultation with the CHD Medical Director who may make recommended changes based on best practice and student safety.
		b. The school district medication policy will address the use of designated school staff for medication administration and be consistent with delegation practices per Ch. 64B9-14, F.A.C.	LEA School Health Coordinator, Principals	LEA School Health Coordinator will consult with each school's principal to identify designated school staff in each school who are in need of training to assist students with medication administration consistent with the delegation guidelines as referenced in "The Role of the Professional School Nurse in the Delegation of Care in Florida Schools" August 2006.
	31. s. 1002.20(3)(h), F.S. Students with asthma whose parent and physician provide approval may carry a metered dose inhaler on their person while in school. .	Develop and implement an individualized health care plan (IHCP) and Emergency Action Plan (EAP) to ensure safe use of inhaler by student.	LEA School Health Coordinator, CHD School Health Staff, Parents and Medical Professionals	School District Medication Administration Policy permits a student to self-carry a metered dose inhaler. An IHCP and Emergency Action Plan will be developed according to the specific needs of the student. Appropriate staff will be trained on the EAP based on the student's Asthma Action Plan or physician's orders.

Part	<b>Statutory Requirements</b> <i>(Legislative mandates that establish School Health Program requirements)</i>	<b>Program Standards</b> <i>(Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)</i>	<b>Local Agency(s) Responsible</b> <i>(Identify the local agency or multiple agencies responsible for each plan requirement / standard)</i>	<b>Local Implementation Strategy &amp; Activities</b> <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
	32. s. 1002.20(3)(i), F.S. A student who is at risk for life-threatening allergic reactions may carry an epinephrine auto-injector and self-administer while in school, school-sponsored activities, or in transit if written parental and physician authorization has been provided.	For students with life threatening allergies, the RN shall develop an annual IHCP that includes an EAP, in cooperation with the student, parent/guardians, physician, and school staff. The IHCP shall include child-specific training to protect the safety of all students from the misuse or abuse of auto-injectors. The EAP shall direct that 911 will be called immediately for an anaphylaxis event and have a plan of action for when the student is unable to perform self-administration of the epinephrine auto-injector. (Ch. 6A-6.0251, F.A.C.)	LEA School Health Coordinator, CHD School RN Staff	The RN develops IHCP that includes an EAP, in cooperation with the student, parent/guardians, physician and school staff. Child specific training is provided to appropriate staff who will be responsible for the care of the student in an emergency to include calling 911 immediately for an anaphylaxis event.
	33. s. 1002.20(3)(j), F.S. Students with diabetes that have physician and parental approval may carry their diabetic supplies and equipment and self-manage their diabetes while en-route to and from school (bus), in school or at school sponsored activities. The written authorization shall identify the diabetic supplies, equipment and activities the student is capable of performing without assistance for diabetic self-management, including hypoglycemia and hyperglycemia.	Maintain a copy of the current physician's diabetes medical management plan, and develop and implement an IHCP and EAP to ensure safe self management of diabetes.	LEA School Health Coordinator, CHD School Health RNs and Health Assistants	School District Medication Administration Policy permits a student to self-carry their diabetic supplies and equipment and self manage their diabetes. An Emergency Action Plan will be developed according to the specific needs of the student. Appropriate staff will be trained on the EAP based on the student's physician's orders.



Part	<b>Statutory Requirements</b> <i>(Legislative mandates that establish School Health Program requirements)</i>	<b>Program Standards</b> <i>(Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)</i>	<b>Local Agency(s) Responsible</b> <i>(Identify the local agency or multiple agencies responsible for each plan requirement / standard)</i>	<b>Local Implementation Strategy &amp; Activities</b> <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
	34. s. 1002.20(3)(k), F.S. A student who has experienced or is at risk for pancreatic insufficiency or who has been diagnosed as having cystic fibrosis may carry and self-administer a prescribed pancreatic enzyme supplement while en-route to and from school (bus), in school or at school sponsored activities if the school has been provided with authorization from the student's parent and prescribing practitioner.	Develop and implement and IHCP and EAP for management of the conditions requiring pancreatic enzyme supplements and to ensure that the student carries and self-administers such supplements as prescribed by the physician.	LEA School Health Coordinator and CHD School Health Nurses	School District Medication Administration Policy permits a student to self-carry their pancreatic enzyme supplements. An IHCP and an Emergency Action Plan will be developed according to the specific needs of the student. Appropriate staff will be trained on the EAP based on the student's physician's orders.
I.	35. s. 1006.062(4), F.S. Nonmedical assistive personnel shall be allowed to perform health-related services upon successful completion of child specific training by a registered nurse or advanced registered nurse practitioner, physician or physician assistant.	a. Document health related child-specific training by an RN for delegated staff.	LEA School Health Coordinator and CHD School Health Nurses	LEA School Health Coordinator will provide approved curriculum for child specific training to the CHD nursing personnel upon request if training of nonmedical assistive personnel will be needed at their assigned schools. LEA School Health Coordinator and CHD nursing personnel will document training and forward a copy of all nonmedical and school health assistants training checklists to the LEA School Health Coordinator to keep on file.
		b. Use of nonmedical assistive personnel shall be consistent with delegation practices per Ch. 64B9-14, F.A.C.	LEA School Health Coordinator and CHD School Health Nurses	Lea School Health Coordinator and CHD School Health Nurses will delegate as appropriate, tasks to trained personnel based on the delegation guidelines and as appropriate.



Part	2012 - 2014 School Health Services Plan			
	Statutory Requirements (Legislative mandates that establish School Health Program requirements)	Program Standards (Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)	Local Agency(s) Responsible (Identify the local agency or multiple agencies responsible for each plan requirement / standard)	Local Implementation Strategy & Activities (Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)
<b>PART II: SUPPLEMENTAL HEALTH SERVICES FOR COMPREHENSIVE SCHOOLS (CSHSP)</b>				
II.	1. s. 381.0057(6), F.S. The services provided by a comprehensive school health program must focus attention on promoting the health of students, reducing risk-taking behavior, and reducing teen pregnancy. Services provided under this section are in addition to the services provided under s. 381.0056, F.S. and are intended to supplement, rather than supplant, those services.	Use annual schedule C funding allocations (General Appropriations Act) provided to designated county health departments (CHD) for comprehensive school health programs that provided basic school health services as specified in Part I of this plan and promote student health, reduce risk-taking behaviors, and reduce teen pregnancy.	CHD Business Manager and CHD School Health Program Staff	CHD School Health Funds are combined and staff provide both basic and comprehensive school health services based on the needs of their individual schools as assigned and in collaboration with the LSD.
II.	2. s. 381.0057(6), F.S. Promoting the health of students.	a. Provide in-depth health management, interventions and follow-up through the increased use of professional school nurse staff.	LEA and School Health Nurses, parents and guardians	School Health Nursing Personnel will provide assessment of student needs and work in collaboration with parents/guardians and student's physicians in order to identify health problems, provide appropriate interventions and develop plans of care specific to individual student needs.
		b. Provide health activities that promote healthy living in each school.	CHD Chronic Disease Coordinator, Community Partners, LEA Wellness Committee, PE Teachers	CHD Chronic Disease Coordinator develops a work plan to address her collaboration with the LEA Wellness Committee in designing programs that promote healthy living in each school.
		c. Provide health education classes.	LEA and CHD School Health Staff, Curriculum Director, Principals	Health education classes are provided upon invitation by LEA administration and teachers based on approved curriculum.
II.	3. s. 381.0057(6), F.S. Reducing risk-taking behavior.	a. Provide or coordinate counseling and referrals to decrease substance abuse.	LEA and CHD School Health Staff, LEA Administrative and Guidance Staff	LEA and CHD staff will collaborate on referrals when students are in need of counseling and or intervention for substance use.
		b. Provide or coordinate counseling and referrals to decrease the incidence of suicide attempts.	LEA and CHD School Health Staff, LEA Administrative and Guidance Staff	LEA and CHD staff will collaborate on referrals when students are in need of counseling and or intervention for suicide attempts.

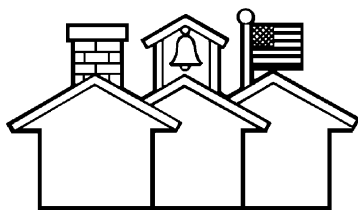
Part	<b>Statutory Requirements</b> (Legislative mandates that establish School Health Program requirements)	<b>Program Standards</b> (Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)	<b>Local Agency(s) Responsible</b> (Identify the local agency or multiple agencies responsible for each plan requirement / standard)	<b>Local Implementation Strategy &amp; Activities</b> (Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)
		c. Provide or coordinate health education classes to reduce the incidence of substance abuse, suicide attempts and other high risk behaviors.	CHD School Health Staff, Mental Health Association, Substance Awareness Council, Community Professionals/Partners	Education classes will be offered based on approved curriculum or administrative approval to engage outside community agencies/professionals to provide classes specific to the educational topic.
II.	4. s. 381.0057(6), F.S. Reducing teenage pregnancy.	a. Identify and provide interventions for students at risk for early parenthood.	LEA Staff, CHD School Health Staff	CHD School Health Staff will receive referrals from LEA Staff on students engaging in observable or verbalized risky behaviors and provide appropriate counseling and intervention in conjunction with school district policy.
		b. Provide counseling and education of teens to prevent and reduce involvement in sexual activity.	LEA and CHD School Health Staff, LEA Contract Provider, Community Partners	CHD School Health Staff will receive referrals from LEA Staff on students engaging in observable or verbalized risky behaviors and provide appropriate counseling and intervention in conjunction with school district policy.
		c. Collaborate with interagency initiatives to prevent and reduce teen pregnancy.	LEA and CHD School Health Staff, LEA Contract Provider, Community Partners	CHD School Health Staff will receive referrals from LEA Staff on students engaging in observable or verbalized risky behaviors and provide appropriate counseling and referral..
		d. Facilitate the return to school after delivery and provide interventions to decrease repeat pregnancy.	TAPP Coordinator, Healthy Start Programs, parents/guardians	Healthy Start Program Staff in collaboration with TAPP Program Coordinator track and facilitate the return of teens to school after delivery. Education is provided on health literacy, interconceptional care and parenting education.
II.	5. s. 381.0057(5), F.S. A parent may, by written request, exempt a child from all or certain services provided by a school health services program described in subsection (3).		Parents/Guardians	Parents/Guardians are notified at the beginning of each school year regarding their privilege to exempt their child from participating in comprehensive health services. Parent permission is obtained prior to counseling services, health screenings outside of the mandated grades, and class participation for programs provided by CHD staff.

Part	Statutory Requirements <i>(Legislative mandates that establish School Health Program requirements)</i>	Program Standards <i>(Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)</i>	Local Agency(s) Responsible <i>(Identify the local agency or multiple agencies responsible for each plan requirement / standard)</i>	Local Implementation Strategy & Activities <i>(Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)</i>
PART III: HEALTH SERVICES FOR FULL SERVICE SCHOOLS (FSS)				
III.	1. s. 402.3026(1), F.S. The State Board of Education and the Department of Health shall jointly establish full-service schools (FSS) to serve students from schools that have a student population at high risk of needing medical and social services.	a. Designate full service schools based on demographic evaluations.	LEA Student Support Service Director, CHD Administration.	One school, Oslo Middle School serves as home base to the CHD Full Service Coordinator. Full Service School Coordinator plans and provides services to the school and to additional schools upon request as CHD School Health funds are combined.
		b. Schedule C funding allocations (General Appropriations Act) provided to county health departments will be used to provide basic and specialized services in full service schools.	CHD Business Manager and CHD School Health Program Staff	CHD Business Manager and CHD School Health Nursing Supervisor collaborate on budget management and planning each school year. CHD School Health staff identify funding needs for program operations.
III.	2. s. 402.3026(1), F.S. The full-service schools must integrate the services of the Department of Health that are critical to the continuity-of-care process.	CHDs and school districts will plan and coordinate FSS program services.	Full Service School Coordinator(FSS), LEA Curriculum Director, Principals, LEA School Health Coordinator, CHD School Health Supervisor, Community Partners.	LEA and CHD School Health personnel work collaboratively to identify students with health or community resource information needs. Programs will be designed to assist students and their families access resources in the community. Select services may be provided by CHD professionals or through in-kind services from the community.
III.	3. s. 402.3026(1), F.S. The Department of Health (DOH) shall provide services to these high-risk students through facilities established within the grounds of the school.	a. DOH professionals shall provide specialized services as an extension of the educational environment that may include: nutritional services, basic medical services, aid to dependent children, parenting skills, counseling for abused children, counseling for children at high risk for delinquent behavior and their parents, and adult education.	CHD Full Service School Coordinator, Community Partners	FSS Coordinator will provide classroom presentations base on approved curriculum by LEA Curriculum Director. Services from non CHD providers such as the Mental Health Association will be facilitated by the FSS Coordinator with the approval of the appropriate on campus administrator and or designee.

Part	Statutory Requirements (Legislative mandates that establish School Health Program requirements)	Program Standards (Standards that support the associated statutory requirements, are identified, if required. Administrative codes are identified when available)	Local Agency(s) Responsible (Identify the local agency or multiple agencies responsible for each plan requirement / standard)	Local Implementation Strategy & Activities (Provide the local strategies and activities to accomplish the plan requirement/standard identified on each line)
		b. Develop local agreements with providers and/or partners for in-kind health and social services on school grounds.	CHD Full Service School Coordinator, Dental Coordinator, LEA and Community Partners	FSS Coordinator will work with community partners and appropriate school district personnel for in-kind health and social services to be provided as appropriate/requested by school district on school grounds.
<b>PART IV: OTHER REQUIREMENTS</b>				
IV.	1. s. 381.0059, F.S. Pursuant to the provisions of chapter 435, any person who provides services under a school health services plan pursuant to s. 381.0056 must meet level 2 screening requirements as described in s. 435.04. A person may satisfy the requirements of this subsection by submitting proof of compliance with the requirements of level 2 screening conducted within 12 months before the date that person initially provides services under a school health services plan.	Collaborate with school district to ensure district background screening policies per s. 1012.465, F.S., do not result in duplicate or conflicting background screening requirements for staff providing school health services.	CHD Personnel Manager, Assistant Superintendent of Human Resources/Risk Management	CHD Personnel Manager will send a letter to the Assistant Superintendent of Human Resources/Risk Manager with the names and titles of the CHD staff who have been level II screened and cleared to conduct business with a Florida School District. Updates will be sent to the district each time a new employee is to be added or excluded.

This Document includes a sample contract for Florida DOE approved Supplemental Education Services providers as developed by the School District of Indian River County. The list below are those providers that have met the Indian River County School District criteria necessary for Board Approval on August 28, 2012.

!A + Tutor U  
Alternatives Unlimited  
ASP After School Programs, Inc.  
ATS Project Success  
Brain Hurricane  
Club Z! In-Home Tutoring Services  
FUNdamentals Free Tutoring  
Grace Therapies  
Hands on Learning  
Kinetic Potential Scholars  
Rocket Learning Partners  
Smart Kids  
Sylvan Learning Center  
Youth Impact Ministries



**SCHOOL DISTRICT OF INDIAN RIVER COUNTY**  
**District Contractual Agreement**  
**for State-Approved**  
**Supplemental Educational Services (SES)**  
**Providers**  
**2012-2013 School Year**

This Agreement is entered into this 28<sup>th</sup> day of August 2012, by and between the SCHOOL BOARD OF INDIAN RIVER COUNTY, hereinafter referred to as "BOARD" and \_\_\_\_\_, hereinafter referred to as "PROVIDER" for the purpose of providing Supplemental Education Services (SES) to eligible students.

**WHEREAS**, BOARD is authorized by state and federal law to enter into an agreement with the state-approved Supplemental Educational Services PROVIDER for the aforementioned purpose.

**WHEREAS**, 1008.331, Florida Statute outlines the requirements for Supplemental Educational Services; and

**WHEREAS**, PROVIDER is state-approved, specially trained and possesses the necessary skills, experience, education and competency and licenses or credentials to perform the required services if selected by the parent/guardian of eligible students; and

**WHEREAS**, PROVIDER desires to enter into this Agreement with respect to its services to the BOARD, upon the terms and conditions hereinafter set forth; and

**WHEREAS**, PROVIDER is financially sound and otherwise capable of fulfilling its requirements to BOARD, Eligible Students, and Parents during the term of this Agreement.

**DEFINITIONS**

- **SES Eligible Student** – Students who are attending a Title I funded school and score a Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT).
- **Student Learning Plan (SLP)** – Florida law requires each school district to enter into an agreement with the state-approved PROVIDER selected by a parent. This agreement is recognized in Florida as the SLP and must be developed in consultation with the student's parents and the PROVIDER. The plan must include a statement of specific academic achievement goal(s) per subject area with specific pre-assessment and expected percentage of mastery of goals verified during the post-assessment. The SLP also includes how the student's progress will be measured, and a timetable for improving achievement that, in the case of a student with disabilities, is consistent with the student's Individualized Education Plan (IEP) under Individuals with Disabilities Education Act (IDEA) or the student's section 504 plan. The SLP must also describe how the student's parents and teachers will be regularly informed of the student's progress.
- **Parent/Guardian** – For the purpose of this agreement, a parent is the natural or adoptive parent, legal guardian, or surrogate parent as indicated by the judicial system.

**NOW, THEREFORE**, for and in consideration of the mutual benefits accruing to both parties to this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the BOARD hereby retains PROVIDER for the purpose of providing Supplemental Education Services (SES) to Eligible students and agrees as follows:

**1. TERM**

- A. The term of this Agreement shall commence no earlier than August 28, 2012 and shall remain in force until June 30, 2013.

**2. PROVIDER CERTIFICATIONS AND GUARANTEES**

- A. PROVIDER certifies and guarantees that it is on the Florida Department of Education's current list of state-approved SES Providers for Indian River County.
- B. PROVIDER certifies and guarantees that it shall abide by all assurances provided to the Florida Department of Education in the PROVIDER's State-Approved Supplemental Educational Services Application and will notify the BOARD immediately if at any time the PROVIDER can no longer certify or meet these assurances.
- C. PROVIDER certifies and guarantees that it has a record of effectiveness in increasing the academic achievement of students in subjects relevant to meeting the state's academic content and student achievement standards.
- D. PROVIDER certifies and guarantees that it is capable of providing SES that are consistent with the instructional program of the School BOARD and the State in both content and achievement standards.
- E. PROVIDER certifies and guarantees that it has the capacity and resources to provide SES and is ready, willing and able to begin providing SES within twenty calendar days of receipt of their School District approved student enrollment list and will meet the timelines as specified in Exhibit A.

- F. The PROVIDER certifies and guarantees that it will provide SES for a minimum number of \_\_\_\_\_ School District of Indian River County students per site. Each one of the identified Title I schools eligible for SES is defined as a site.

### 3. RESPONSIBILITIES OF THE BOARD

- A. BOARD shall enter into a District/Provider Agreement with state-approved PROVIDERs for delivery of SES and meet the terms set forth in said Agreement.
- B. BOARD shall ensure that services are consistent with the District/Provider Agreement.
- C. BOARD shall identify students eligible for SES and notify parents of eligible students annually about the availability of services.
- D. BOARD shall make copies of the SES student enrollment forms freely available to the PROVIDER and parents prior to the start of the school year and during the school year.
- E. BOARD shall provide parents with a list of PROVIDERs approved by the state, contracted with BOARD and approved by the School Board of Indian River County to serve students in the school district, with a brief description of the services of each PROVIDER and the Provider's Record of Effectiveness.
- F. BOARD shall assist parents, if requested by them, in obtaining additional information regarding state-approved SES PROVIDERs that are available to serve their child(ren).
- G. BOARD shall host Provider Fair(s) on the schedule as identified in Exhibit A and invite all contracted PROVIDERs and eligible families for the purpose of facilitating the parents/guardians choice of PROVIDER.
- H. BOARD shall notify the PROVIDER of the student's name, school, and address and telephone of record at least twenty (20) days prior to the start date for SES and will allow the PROVIDER to initiate contact with the student's parents/guardians for the provision of SES, once a parent/guardian selects a PROVIDER for their child(ren).
- I. BOARD shall make available to PROVIDER all appropriate student academic performance and benchmarking information that will assist in the development of the SLP and with initiation of services to the student in a timely fashion.
- J. BOARD shall be the only entity that may register and enroll eligible students for services with the PROVIDER. BOARD will hold open student enrollment for SES unless or until it has obtained a written election to receive or reject services from Parents, or until the per student allocation is exhausted. If current funds are insufficient to serve all eligible students, BOARD will prioritize SES to the lowest achieving students.
- K. BOARD shall notify the PROVIDER as to the status of their enrollment per site in regards to the minimum numbers of children to be served as set by the PROVIDER.
- L. BOARD shall reassign students to another PROVIDER for the remainder of the student's funding allocation if the PROVIDER's services do not begin by the specified timelines, if the PROVIDER's district/PROVIDER Agreement is terminated, or if the PROVIDER is removed from the state-approved list.
- M. BOARD shall facilitate the development of the Student Learning Plan (SLP) in collaboration with the PROVIDER and the parents/guardians, which shall include:
  - 1) Specific achievement goals for the student
  - 2) A description of how the student's progress will be measured
  - 3) A description of how the student's parents and teachers will be regularly informed of progress
  - 4) A timetable for improving the student's achievement
  - 5) Total hours of the prescribed program and schedule of services
  - 6) For students with disabilities ensure the plan is consistent with the student's Individual Education Plan(IEP) or the student's section 504 plan.
- N. BOARD shall provide compensation to the PROVIDER upon receipt of a proper invoice as described in Section 11 C below at a rate of \$##. ## per hourly session for each student of Large Group Instruction or \$##.## per hourly session for each student of Small Group, Individual or In-Home tutoring and not to exceed the state-approved Indian River County SES amount as described in Section 11 A below.
- O. BOARD shall purchase, implement and facilitate training for the Supplemental Services Tracker software system, which will be the required format for reporting attendance, progress, pre/post-test results, invoicing, SLPs and all written electronic communication between PROVIDER and BOARD.
- P. BOARD shall maintain student and PROVIDER records.
- Q. BOARD shall monitor and evaluate the performance of the PROVIDER as it relates to the provisions of SES, to the SLP as well as the completed terms of this Agreement.
- R. BOARD assumes no liability related to the provision of services by PROVIDER beyond reimbursement to PROVIDER for services as identified in this Agreement.
- S. BOARD shall terminate the Agreement if the PROVIDER fails to meet the goals and the timelines as noted in the Agreement.

### 4. RESPONSIBILITIES OF THE PROVIDER

- A. PROVIDER shall be a state-approved PROVIDER of SES and will enter into an Agreement with the BOARD for the provision of SES and will meet the complete terms of said Agreement.
- B. PROVIDER shall provide highly qualified instructors as required in the PROVIDER proposal approved by the Florida Department of Education.
- C. PROVIDER shall maintain all appropriate licenses that are required to provide SES and inform the BOARD immediately if any licenses are revoked or suspended.



- D. During the term of this Agreement, PROVIDER shall comply with all applicable School BOARD Rules, federal, state, and local statutes, laws ordinances, rules and regulations relating to the provision of SES, including securing and maintaining in force such permits, certificates of occupancy, and/or licenses as are required by law in connection with the furnishing of services pursuant to this Agreement;
- E. PROVIDER shall comply with the laws and policies as indicated in Section 18 and provide evidence of such as required and/or requested by the BOARD.
- F. PROVIDER shall furnish to the BOARD a valid copy of the most recent adopted partnership Agreements or bylaws of the corporation and also a complete and accurate list of the Governing BOARD of Directors (or Trustees or Partners) on the schedule as identified in Exhibit A and agrees to timely update said information as changes in such governance occur.
- G. PROVIDER shall identify at least one (1) employee to be trained in the Supplemental Services Tracker (SST) software system, and shall utilize SST as the required format for reporting attendance, progress, pre/post-test results, invoicing, SLPs, and all electronic communication.
- H. PROVIDER shall submit a list of materials to be used by the tutors prior to the start of tutoring on the schedule as identified in Exhibit A.
- I. PROVIDER shall submit a copy of the pre/post assessment, title of pre/post assessment and a brief description of pre/post assessment on the schedule as identified in Exhibit A.
- J. PROVIDER will ensure that programs and materials used are research-based, specifically designed to increase the academic achievement of eligible students so students increase their proficiency in meeting the state's academic achievement standards as measured by the under the state's assessment system, enabling eligible students to make reasonable progress, given their academic skills when services began, toward attaining proficiency in meeting state academic achievement standards, secular, neutral, and non-ideological.
- K. PROVIDER shall participate in all PROVIDER Fairs on the schedule as identified in Exhibit A. A representative of PROVIDER company must attend all scheduled PROVIDER Fairs or the contract will be terminated as there is no "cure" for this "default".
- L. PROVIDER will provide SES for the eligible and enrolled students as long as the minimum numbers of children to be served as set by PROVIDER are met.
- M. PROVIDER shall not enroll students in the SES program and are prohibited from duplicating, altering, completing, distributing or submitting enrollment forms on behalf of PARENT.
- N. PROVIDER shall initiate contact with the parent/guardians of the identified students who have selected them as their child's PROVIDER.
- O. PROVIDER shall participate in the development of the Student Learning Plan (SLP) in collaboration with the BOARD and the parents/guardians, and shall be responsible and accountable for the implementation of the SLP, which shall include:
  - 1) Specific achievement goals for the student
  - 2) A description of how the student's progress will be measured
  - 3) A description of how the student's parents and teachers will be regularly informed of progress
  - 4) A timetable for improving the student's achievement
  - 5) Total hours of the prescribed program and schedule of services
  - 6) For students with disabilities ensure the plan is consistent with the student's Individual Education Plan (IEP) or the student's section 504 plan.
- P. PROVIDER will begin delivering SES for eligible and district enrolled students within twenty calendar days of receipt of the district approved enrollment list and within twenty calendar days of receiving any subsequent enrollments. If PROVIDER does not initiate services within the 20 day requirement, PROVIDER will be deemed to be in default of this Agreement as per section 15 G and this Agreement will be cancelled with 5 days written notice.
- Q. PROVIDER shall have served at least 80% of assigned students with SES no later than October 15, 2012 or PROVIDER shall be deemed to be in default of this Agreement as per section 15 G and this Agreement will be cancelled with 5 days written notice.
- R. PROVIDER is responsible for their instructors to attend tutoring sessions at the scheduled times, being on time to tutoring sessions, and remaining with the students until the end of the scheduled tutoring session.
- S. PROVIDER shall provide parents and the BOARD with information on the student's progress using the BOARD required Progress Report, Option 4 of the Supplemental Services Tracker (SST) software system, at least on a monthly basis in an understandable and uniform format, including alternative formats upon request, and to the extent practicable, in a language that the parents can understand; provided, however, that communication in Spanish shall always be "practicable". If requested by the BOARD or a Parent, PROVIDER shall give these reports in the following languages: English, Spanish, and Creole. Failure to submit said reports in a timely manner may delay the processing of the monthly invoices and, at the discretion of the BOARD, constitute "good Cause" for termination of this Agreement.
- T. PROVIDER shall provide the district with all required employment documentation for all tutors prior to initiating services and on the schedule as identified in Exhibit A, and shall report monthly with the invoice any changes in personnel.
- U. PROVIDER will inform any tutors who are currently employed by BOARD that they are not to tutor any student they presently have in their class and that they are not to commence tutoring until their workday is completed. Any violation of the above may subject the employee to disciplinary action.
- V. PROVIDER shall invoice the BOARD for payment for services as identified in Section 11 below.
- W. PROVIDER shall maintain records as identified in Section 12 below.
- X. PROVIDER shall provide BOARD with access to all SES related records and services.
- Y. PROVIDER must not defame BOARD in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and/or parent conferences.
- Z. PROVIDER shall ensure that it does not disclose the identity of any student eligible for or receiving SES to the public without written consent of the student's parent.
- AA. PROVIDER shall provide the BOARD with the following required documents when the executed Agreement is submitted to the BOARD



- 1) Insurance certificate with satisfactory evidence of compliance with all insurance coverage indicated in Insurance Section 19 C of this Agreement.
- Y. Provider agrees that its records are subject to Chapter 119, Florida Statutes where applicable, to the fullest extent required by law; and that the PROVIDER creates and maintains records related to its performance of the contract on behalf of the School District of Indian River County. And, notwithstanding this provision, Provider will ensure that student confidentiality and will comply with Section 1002.22, Florida Statutes, to the same extent as Board is subject to that law.
5. **TECHNOLOGY REQUIREMENTS**
  - A. PROVIDER must provide all information specific to their program to complete the required fields of the SST database.
  - B. PROVIDER must have PC computer with 40 MB free space, Pentium III class processor, 256 MB RAM and Internet Explorer 6.0 or later, Mozilla FireFox 3.0, or Google Chrome, Adobe Acrobat Reader 5.0 or later, and any other minimum computer requirements outlined on SST website.
  - C. PROVIDER's computer must be connected to internet with high speed connection (DSL or cable modem).
  - D. PROVIDER must have a quality printer for printing daily attendance rosters (recommend laser printer).
6. **SUPPLEMENTAL SERVICES TRACKER SOFTWARE SYSTEM (SST)**
  - A. PROVIDER shall designate at least one (1) staff person to attend the mandatory training in the Supplemental Educational Services SST on-line technology process prior to implementation of any other elements of the project.
  - B. PROVIDER shall use the BOARD's Supplemental Services Tracker (SST) software system and appropriately follow all procedures including: generate attendance rosters, document tutoring locations, develop the Student Learning Plan, record attendance every two weeks, complete of attendance and invoicing forms and any additional form requested by SST to enable the BOARD and the State of Florida to verify with the PROVIDER or parent that services have been rendered.
  - C. BOARD has contracted for two (2) hours of technical assistance via phone support. Payment for any additional support time on the part of the PROVIDER shall be the responsibility of the PROVIDER. BOARD shall notify the PROVIDER of the hourly rate and deduct any expenses for the additional technical assistance from the PROVIDER's monthly invoice payment.
7. **MARKETING REQUIREMENTS**
  - A. All marketing materials must be reviewed and approved by School District of Indian River County personnel, prior to distribution and according to Procedure #2.27 (01). All marketing materials distributed to parents must include the following in 12 point type and as written below:
    - *In order for your child to be eligible for free tutoring, your child must attend a Title I School in the 2012-2013 school year AND have scored a Level 1 or Level 2 on the Florida Comprehensive Assessment Test 2.0 (FCAT).*
    - *DISTRIBUTION DOES NOT IMPLY ENDORSEMENT OR RECOMMENDATION BY THE SCHOOL DISTRICT OF INDIAN RIVER COUNTY.*
  - B. Flyers to be displayed MUST state that the business is licensed and insured
  - C. Flyers may only be distributed at SES eligible school sites. School Sites eligible for SES are Title 1 schools.
  - D. PROVIDER may list the eligible SES school sites where PROVIDER will be providing SES.
  - E. Requests must be received by the BOARD at least two (2) weeks prior to distribution. BOARD shall notify PROVIDER in writing of either approval or disapproval of marketing materials no later than five (5) days from receipt by BOARD.
  - F. Failure to comply with all marketing requirements will result in this contract becoming null and void
8. **SUPPLIES, EQUIPMENT AND FACILITIES**
  - A. PROVIDER shall be solely responsible for the provision of all appropriate supplies, equipment and facilities for a student as required in his/her Student Learning Plan and as outlined in the PROVIDER's state-approved application.
  - B. PROVIDER shall notify the BOARD and provide the address of the location, and any change in location, along with all required permits, certificates of occupancy, or other approvals as may be required for the intended facility, in which it will provide SES to eligible students. on the schedule as identified in Exhibit A
  - C. A PROVIDER who desires to use the school district's facilities must make a separate application for use of facilities through the district's Facilities Use Procedures, which outlines a facilities use fee, which is the sole responsibility of the PROVIDER, and is at the discretion of the site based administrator. BOARD may deny an applicant's request provided such denial is based upon clearly stated BOARD policy that is uniformly enforced for all similar groups requesting use of BOARD facilities. BOARD facilities may not be available during non-student days. PROVIDER using BOARD's facilities will not have access to the BOARD's computers, supplies, or equipment. All tutoring sites must be maintained in a clean and safe condition and be located in an area that is safe and secure. IF the PROVIDER is permitted to use a BOARD school, the PROVIDER must inform the principal's designee immediately upon arriving on the campus and just before vacating the campus for each tutoring session.
9. **TRANSPORTATION**
  - A. Transportation arrangements and costs for students receiving services under this Agreement are between the PROVIDER and the eligible student's parents.
  - B. BOARD has no obligations to provide transportation in connection with the PROVIDER's responsibility to provide services under this contract.
  - C. Neither BOARD nor Parents shall be charged an additional fee for transporting students.

## 10. SUPERVISION OF STUDENTS

- A. Students shall be supervised at all times. PROVIDER, while providing services, shall be responsible for the control and safety of all students from the time the student arrives for services until the student is placed under the control of the parent/guardian or other approved designee, at the end of the service.
- B. PROVIDER must escort all students to the proper caregiver or approved means of transportation at the end of service. The PROVIDER must check the ID of the person picking up the child to make sure it matches an individual allowed to care for that child if the person is unknown to the PROVIDER.
- C. PROVIDER agrees that supervision of students is a material term of this Agreement and understands and agrees that the PROVIDER's failure to meet this requirement is cause for immediate termination and removal of the PROVIDER's name from the BOARD's PROVIDER list indefinitely.
- D. PROVIDER agrees to indemnify and hold harmless the BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or damage resulting from the PROVIDER's failure to comply with the requirements of this section.
- E. If the tutoring services are to be provided to the students at a facility, PROVIDER is responsible for providing direct and appropriate supervision upon the student's arrival, through the end of the tutoring session and until the student is dismissed to the parent/guardian or authorized designee at the conclusion of such services.
- F. If the tutoring services are to be provided to the students on-line or in the student's home, a parent must be present during the tutoring sessions.
- G. A parent/guardian or their designee must sign the student in to and out of the tutoring sessions and any changes to any information (ie. Date, time, student name, etc...) on the parent sign-in/out sheet must be initialed by the parent.

## 11. COMPENSATION

- A. BOARD shall pay the PROVIDER the maximum sum of **\$937.00** per student, for a minimum of ## hours of Large Group Instruction or ## hours of Small Group, Individual, or In-Home tutoring, which is based upon the hourly rate schedule and is not to exceed the per hour rate as identified in the state-approved application.
- B. BOARD agrees to pay the PROVIDER for educational services only. Any services beyond educational services, including but not limited to: assessing students, homework help, supervision of students, transportation and/or provision of facilities, is the responsibility of the PROVIDER. PROVIDER may not charge BOARD for students who do not attend tutoring session(s) as scheduled.
- C. PROVIDER shall print an invoice from the SST on-line system provided by the BOARD. Completed invoice and all required documentation shall be submitted to District TITLE I staff and received by the 10<sup>th</sup> of each month in accordance with the Invoice Calendar Schedule included herein as Exhibit C. Payment for invoices received after the stipulated due date will be delayed until the following month. Final invoices must be submitted within 30 days after the PROVIDER's ending date of service.
- D. BOARD shall process payments to the PROVIDER on the Invoice Calendar Schedule dates only.
- E. Failure to submit said invoices to BOARD in a timely or correct manner may result in the delay of processing of the monthly invoices and, at the discretion of the BOARD, constitute "good cause" for termination of this Agreement.
- F. The BOARD reserves the right to examine billing records before and after payment. Payment of an invoice shall not foreclose the BOARD's right to recover erroneous, excessive or illegal payments.
- G. Invoices must include the following attachments:
  - 1) The most current and updated list of tutors names, tutors social security number, the assigned students to be tutored and the location and schedule of services
  - 2) The "original" SST "Daily Attendance Rosters" with Time-in/Time-out which includes tutors names for assigned students listed, student name and parent/guardian full signatures provided for that month. Any changes to the Time-In/Time-out information on submitted documentation must be initialed by the parent or payment will be denied. PROVIDER should keep a copy of the Attendance Roster in their files.
  - 3) Three (3) copies of the required monthly progress report and any additional reports on each child receiving services that month or post-tests at end of service. PROVIDER should keep copy of Progress Reports and Pre/Post-assessment results on file.
- H. No payment will be made unless and until the BOARD verifies that all services for which payment is requested have been fully and satisfactorily performed and all required documentation is attached to the invoices. Verification will be the responsibility of the District TITLE I staff.
- I. PROVIDER is paid only for those students who have an active and approved SLP with PROVIDER.
- J. BOARD will not pay for any services rendered by ineligible employees who lack required documentation.
- K. BOARD will not pay the PROVIDER for any services provided to students prior to the date the SLP has been approved by the District TITLE I staff..
- L. BOARD will not pay PROVIDER for the administration of pre or post testing of student.
- M. BOARD will not pay the PROVIDER for services provided to students who transfer from an eligible school for SES to an ineligible school.
- N. BOARD will not pay the PROVIDER in advance.
- O. BOARD will not pay for any absences. Absences in excess of two (2) consecutive sessions of the contracted days will result in termination of the services.
- P. BOARD will not pay for any tutoring that extends beyond six (6) hours per week.

- Q. BOARD will not pay the PROVIDER for any initial invoices submitted more than 60 days after the services are rendered. BOARD will not pay the PROVIDER for any denied charges that are resubmitted more than 60 days after the initial invoice.
- R. BOARD may withhold payment to PROVIDER, with a written notice of such withholding, when in the opinion of BOARD, PROVIDER is not in compliance with this Agreement.
- S. If BOARD gives notice of intent to withhold, PROVIDER shall have fourteen (14) calendar days from the day of receipt of said notice to correct such deficiency and/or may invoke the dispute resolution provision herein. If deficiency is not corrected within fourteen (14) calendar days, the BOARD will give written notice to terminate this Agreement.
- T. BOARD reserves the right to withhold final payment on this Agreement until all required services so stated have been provided, e.g., pre/post test results of students receiving service, evaluation reports, etc.

## 12. RECORDS

- A. PROVIDER shall provide access to all records or reports, or other matter relating to this Agreement upon request to the BOARD and/or the parent/guardian of BOARD's student.
- B. PROVIDER shall maintain fiscal records for five (5) years and shall keep them available for audit upon twenty-four (24) hours notice.
- C. All student records shall be kept in a secure location preventing access by unauthorized individuals.
- D. PROVIDER shall maintain an access log delineating date, time agency, and identity of any individual accessing student records who is not in the direct employ of the PROVIDER.
- E. PROVIDER shall not forward to any person other than parent or the BOARD any student record including, but not limited to, the student's identity, without the written consent of the parent and BOARD.
- F. PROVIDER shall maintain a monthly student sign-in sheet. The student sign-in sheet must include the name of each student, name of the PROVIDER, the PROVIDER employee who rendered the service, the amount of time of such serve and the date of service, and the student's signature and the parent/guardian signature or the parent/guardian designee. PROVIDER is paid only for sessions student attend. All records of attendance shall be maintained on the BOARD's SES software and must be kept up to date within two (2) weeks of the tutoring sessions.
- G. If a parent requests that the PROVIDER withdraw a student from the program, the PROVIDER must notify the BOARD in writing through the BOARD's SES software program stating the reason(s) for the request.
- H. If a student fails to attend two (2) consecutive tutoring sessions, the PROVIDER must contact the parent prior to the next tutoring session. If PROVIDER is unable to contact the parent after three (3) attempts, the PROVIDER must notify the district immediately.
- I. If PROVIDER determines that a student is not going to be able to be tutored in compliance with the terms set forth in the SLP, the PROVIDER must initiate a revision of the SLP and receive written approval from the parent and the BOARD.
- J. Upon completion or termination of a student's SLP, or termination of this Agreement, PROVIDER shall turn over to the BOARD all student records of the BOARD's eligible students to whom the PROVIDER has provided services under this Agreement.
- K. The Monthly Attendance Roster must include the name of each student, the name of the PROVIDER, the employee who rendered the service, and the start time and end time of such service and be from Cayen System's Supplemental Services Tracker program. The parent or authorized supervising adult taking charge of the student after the tutoring session must sign their full name and print their full name on the attendance sheet at the end of each session the student attends. Any changes to any of the information must be initialed by the parent/guardian or parent/guardian designee.
- L. All student Progress Reports shall be on the BOARD provided Monthly Progress Report form. PROVIDER must monthly notify each student's parents and teachers of the student's progress. If requested by the BOARD or a parent, the PROVIDER must give these reports in the home language, which can include English, Spanish, and Creole.

## 13. START OF TUTORING

- A. PROVIDER must be able to provide services to eligible students no later than October 15, 2012, contingent upon receipt of the BOARD approved student enrollment list being provided at least twenty (20) days prior to the start date.
- B. Tutoring must commence within twenty (20) calendar days of PROVIDER receiving student contact information. If PROVIDER fails to start tutoring with at least 80% of student that the BOARD has assigned to the PROVIDER, the BOARD will reassign any students that have not started tutoring within twenty (20) calendar days and PROVIDER will not receive any incoming students from BOARD's future enrollment periods. PROVIDER will be given an additional fifteen (15) calendar days to begin services with the remaining 20% of the enrolled students. Failure to start tutoring with the remaining 20% of students will result in BOARD reassigning the un-served students within twenty (20) calendar days to a new company.
- C. PROVIDER may not initiate services for any student until the SLP has been approved by appropriate School District of Indian River County staff.

## 14. TUTORING SERVICES

- A. PROVIDER must deliver services in compliance with PROVIDER's state-approved application.
- B. Tutoring sessions must be related to each student's goals as identified on the approved SLP. If it is found that tutoring is not in conformity with the PROVIDER's state-approved application, the student's SLP or the student's monthly Attendance Roster, then that tutoring session will not be paid for by the BOARD and the PROVIDER must submit a written plan to the BOARD SES Coordinator to revise the tutoring sessions to meet the needs of the individual students before tutoring may resume.
- C. PROVIDER shall limit tutoring to six (6) hours per week.
- D. SES instruction shall be provided beyond the regular school day and begin no later than 7:00 P.M.

- E. A schedule of tutoring services shall be provided to the BOARD for every enrolled student. This schedule shall include the student's name, the PROVIDER name, the employee rendering the services, the location of the services, dates and times of the services and the instructional delivery model for the services (i.e. individual tutoring, small group tutoring, on-line tutoring, etc...).
- F. PROVIDER shall enter student attendance into Cayen System's Supplemental Services Tracker system every two (2) weeks.
- G. PROVIDER must continue to provide SES to eligible student who are receiving such services until June 30, 2013 or until exhaustion of BOARD funds per student allocation amount as determined and published by the Florida Department of Education.

#### 15. PRE/POST ASSESSMENT AND REPORTING

- A. PROVIDER shall provide BOARD with the name of the assessment to be used, a description of the assessment to be used and a copy of pre/post assessment to be used by PROVIDER as identified in their state-approved application and on the schedule as indicated in Exhibit A.
- B. PROVIDER shall notify BOARD of the scheduled administration of the pre and post assessment. This notification shall include when the assessment is to be administered, where the assessment is to be administered and by whom the assessment is to be administered. At least two (2) days prior notice is required for the pre-assessment and at least ten (10) days prior notice is required for the post assessment.
- C. PROVIDER shall enter the pre and post assessment results in the Cayen systems Supplemental Services Tracker System within five (5) days of administration date.
- D. PROVIDER shall provide a report of the pre and post assessment results to BOARD and PARENT with the required progress report for the month the assessment is administered.

#### 16. MONITORING AND EVALUATION

- A. BOARD reserves the right to conduct unannounced on-site review inspection of the operations of the PROVIDER, including but not limited to all pertinent records for the purpose of financial audits and state/federal regulations regarding approved SLPs, signed students attendance rosters and pre/post-test results.
- B. PROVIDER shall allow access to its facilities for periodic monitoring of each student's instructional program by BOARD representatives and shall be invited to participate in any review of each student's progress by the BOARD representative. BOARD representatives shall have access to observe each student at work, observe the instructional setting, interview the PROVIDER and tutor, review each student's progress and observe the administration of the post-assessment.

#### 17. INSPECTION AND AUDIT

- A. PROVIDER shall provide access to records or reports, or other matters relating to the Agreement, upon request by BOARD or appropriate federal agency. During the term of this Agreement, and for five years thereafter, the PROVIDER shall maintain detailed records of all the services rendered pursuant to this contract, including student eligibility information, employee records, progress reports, lesson plans, invoices, and all other documentation associated with providing SES to eligible students in the district.
- B. The BOARD, its auditors and representatives, auditors and representatives of the state education department, and ESDE shall have the right to examine and inspect such records at any time. The PROVIDER shall cooperate with any and all reasonable requests to inspect records.

#### 18. RETURN OF DOCUMENTS

- A. Upon completion or termination of a student's SLP, or termination of this Agreement, the PROVIDER shall provide all SES student records under its custody or control to the BOARD.

#### 19. COMPLIANCE WITH POLICIES AND LAWS

PROVIDER will ensure that, during the term of this Agreement, they will comply with all federal, State Board of Education, and local statutes, laws, ordinances, rules and regulations relating to the provision of SES including securing and maintaining in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to the Agreement and shall comply with BOARD policies related to health, safety, and civil rights, including but not limited to the Americans with Disabilities Act, Section 504 of the Rehabilitation Act and with Individuals with Disabilities Act (IDEA). PROVIDER shall comply with all current BOARD policies. BOARD's policies are located at: <http://www.indianriverschools.org/sites/SchoolBoard/Board%20Policies/Forms/AllItems.aspx> and are incorporated herein. It shall be PROVIDER's responsibility to comply with all School BOARD Policies as they may be modified from time to time during the term of this Agreement. PROVIDER shall abide by all applicable federal, state and local laws.

##### A. PROVIDER EMPLOYEES

###### 1) QUALIFICATIONS

- (1) PROVIDER employees will meet the minimum qualifications for Title I paraprofessionals, and/or as specified in the PROVIDER state-approved application for SES.

###### 2) CODE OF ETHICS

- (1) All teachers who are employed by PROVIDER remain subject to the Code of Ethics of the Education Profession in Florida. PROVIDERs may not request that teachers engage in any activity that is not permitted under the Code of Ethics of the Education Profession in Florida.
- (2) Recruitment of students on behalf of PROVIDER by BOARD employees is strictly prohibited. BOARD employees shall not be offered incentives and bonuses for recruiting students for the PROVIDER.



- (3) As reflected in the Assurances Section of the PROVIDER's state-approved application, PROVIDER agrees to adhere to the SES Provider Code of Ethics of the Education Industry Association (EIA) as revised January 8, 2008, a copy of which is attached to this Agreement as Exhibit E
- 3) **CONFLICT OF INTEREST**
- (1) PROVIDER shall furnish to the BOARD a valid copy of the most recently adopted partnership agreements, Articles of Incorporation, or bylaws of the corporation and a complete and accurate list of the Governing Board of Directors (or Trustees or Partners) on the schedule as indicated in Exhibit A and agrees to up said information in a timely manner as changes in such governance occur.
- (2) PROVIDER shall avoid any actual or potential conflict of interest on behalf of itself or its employees providing services hereunder, including but not limited to, employment with the BOARD.
- (3) Any employees of PROVIDER that are also employees of the BOARD shall be immediately disclosed to the BOARD, with such disclosure to be in writing to the SES PROVIDER/School BOARD and on the schedule as indicated in Exhibit A..
- (4) Such employment by PROVIDER of School BOARD employees must be in accordance with School Board Rule.
- (5) School BOARD employees hired by the PROVIDER must sign and submit BOARD Expectations and Guidelines form Exhibit D and on the schedule as indicated in Exhibit A.
- 4) **CONDUCT OF PROVIDER EMPLOYEES**
- (1) All employees of PROVIDER are to be dressed in a manner appropriate to teaching young students and conduct themselves as is appropriate for a person supervising children.
- (2) BOARD reserves the right to refuse to allow a PROVIDER employee to provide SES for the BOARD for inappropriate conduct or dress.
- 5) **FINGERPRINT/BACKGROUND CHECK**
- (1) The BOARD and PROVIDER shall be governed by §1012.32 and § 1012.465, Florida Statutes.
- (2) PROVIDER employees shall submit to a background check and fingerprinting as follows:
- (a) All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, must meet Level 2 screening requirements as described in §1012.32, Florida Statutes.
- (b) PROVIDER agrees for all employees to undergo a background check and fingerprinting if he/she is an individual who meets the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Personnel Department, at the sole cost to the PROVIDER or employee.
- (c) Screening must be completed and credentials issued by the BOARD prior to the screened individual having access to students or to the school grounds and submitted to the BOARD on the schedule as indicated in Exhibit A.
- (d) If PROVIDER can demonstrate that it is not practicable to have the fingerprinting done by the School District's Personnel Department, PROVIDER will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Personnel Department which shall be the sole determiner of clearance.
- (e) PROVIDER employee shall not begin providing services contemplated by this Agreement until PROVIDER receives notice of clearance by the BOARD.
- (f) BOARD, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of PROVIDER (or discontinuation of the PROVIDER's services) on the basis of these compliance obligations.
- (g) PROVIDER agrees that neither PROVIDER, nor any employee, agent or representative of PROVIDER, who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04, will have contact with children or any student of the School District nor will they enter onto any school site.
- (h) BOARD will not reimburse any SES provided by PROVIDER employee prior to the date of fingerprinting/background clearance
- (i) BOARD reserves the right to prohibit any PROVIDER employee from having contact with students on BOARD property if the BOARD has reason to believe that the safety or health of the students might be in jeopardy.
- (j) PROVIDER employees already listed in the Vendor Clearance Database and existing BOARD employees will not need to be re-fingerprinted as they are already in the background clearance database.
- (k) If PROVIDER hires a BOARD employee or someone already listed on the Vendor Clearance Database, they will need to submit the name of the employee to the BOARD's Finger Print Specialist for verification of clearance.
- (l) PROVIDERS shall keep and submit a current list of all employees to the BOARD on a monthly basis in the invoice packet.
- 6) **DRUG SCREENING**
- (1) PROVIDER agrees to conduct general drug screening on all employees who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds, in the manner set forth in School BOARD Rule.
- (2) PROVIDER agrees that employees will not initiate SES until BOARD receives documentation of drug screening clearance as indicated on the schedule in Exhibit A.
- (3) BOARD will not reimburse any SES provided by PROVIDER employee prior to the date of drug screening clearance.

- (4) BOARD reserves the right to terminate any PROVIDER employee who has not passed drug screening clearance with BOARD from an earlier date, if applicable.

**7) ID BADGES**

- (1) All PROVIDER employees must wear BOARD ID badges only if services are to be provided on BOARD campuses with the employees name and picture prominently displayed at all times while on BOARD property.

**8) TUTOR TRAINING**

- (a) PROVIDER must submit the Tutor Training Log to the BOARD SES Coordinator prior to allowing a tutor to provide tutoring to any student(s).
- (b) PROVIDER must sign the Tutor Training Log verifying that all tutors have been trained in the procedures listed below and have received the appropriate tutoring materials necessary to implement the PROVIDER's SES program as documented on the PROVIDER's stat-approved application.
- (c) The Tutor Training Log must then be submitted to the BOARD so that the Board can verify that the trained tutor has been cleared through a Level 2 Background Check and has passed the Drug Screening.
- (d) Upon such verification, the BOARD will approve the tutor to begin tutoring.
- (e) If a tutor begins tutoring prior to BOARD approval, the tutoring time will not be paid for by BOARD.
- (f) The PROVIDER must train the tutor in the administration of the PROVIDER's SES program, BOARD SES procedures (which shall be made available to provider at Provider Agreement Meeting) and PROVIDER procedures. The training must include, but is not limited to:

**(i) ACCIDENT/INCIDENT REPORT**

1. PROVIDER must train all tutoring personnel in appropriate procedures for handling and reporting accidents or incidences when a pupil has suffered an injury, injured another individual or has been involved in an activity requiring notification of law enforcement or emergency personnel.
2. PROVIDER shall notify the BOARD within twenty-four (24) hours of an accident or incident when a pupil has suffered an injury, or injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel.
3. PROVIDER agrees to submit a written summary report of the occurrence to the School BOARD within three (3) days of original notification

**(ii) CHILD ABUSE REPORTING**

1. PROVIDER assures the BOARD that all PROVIDER staff members, including volunteers, are familiar with and agree to adhere to child abuse and/or missing children reporting obligations and procedures as required by state law including but not limited to Florida Statutes 39.201.
2. PROVIDER agrees to provide annual training to all its employees regarding mandated reporting of child abuse and missing children and will provide BOARD with a copy of the Agenda and the sign-in sheet as documentation.
3. PROVIDER agrees that all staff members will abide by such laws in a timely manner.
4. PROVIDER shall submit by facsimile and make, within twenty-four (24) hours an accident/incident report to appropriate authorities with a copy to the BOARD when it becomes aware of circumstances including but not limited to: allegations of molestation, child abuse, missing children under the PROVIDER's supervision

**9) EMPLOYEE BENEFITS**

- (1) PROVIDER represents and warrants to BOARD that it will withhold income tax and social security tax for its employees and will maintain Worker's Compensation Insurance for each employee.
- (2) PROVIDER understands that its employees will not participate in any employee benefit provided by the BOARD during hours of employment by PROVIDER.

**10) INDEPENDENT CONTRACTOR**

- (1) PROVIDER is for all purposes arising under this Agreement, an Independent Contractor.
- (2) Provider and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents, or employees of the BOARD.
- (3) No officer, agent or employee of the BOARD or the PROVIDER shall be deemed an officer, agent, or employee of the other party.
- (4) Neither the PROVIDER nor the BOARD nor any officer, agent or employee thereof shall be entitled to any benefits to which employees of the other party are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave, or other leave benefits.

**B. CONFIDENTIALITY AND NON-DISCLOSURE**

- (1) PROVIDER is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the PROVIDER acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.
- (2) PROVIDER agrees and signs the required School District of Indian River County Non-Disclosure Agreement (Exhibit B).

**C. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY**

- (1) If PROVIDER is a State of Florida, or an agency or political subdivision of the State as defined by Section 768.28, Florida Statutes, PROVIDER shall furnish the BOARD, written verification of liability protection in accordance with Section 768.28, Florida Statutes.

- 2) At the time of executing this Agreement, PROVIDER shall furnish a certificate of insurance naming the School Board of Indian River County, Florida as a certificate holder and additional insured on all policies (except Worker's Compensation and Employee Liability). Certificates of coverage shall include adequate information to determine adequacy of coverage including but not limited to:
  - (a) Confirmation of deductibles for each policy and coverage
  - (b) Copy of additional insured endorsement.
  - (c) Copy of the endorsement providing thirty (30) day notice to the BOARD for cancellation, non-renewal, or major coverage change.
  - (d) Copy of endorsement providing waiver of subrogation
- 3) In the event PROVIDER pays insurance premiums more frequently than annually, PROVIDER shall promptly upon the making of each premium payment provide evidence thereof to BOARD
- 4) At all times during the Agreement Term, PROVIDER(s) shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the state of Florida, with a general Best's rating of "A-" or better and a financial size category of "IV" or better according to the A.M. Best rating Guide and acceptable to the BOARD, the following types of insurance:
  - a) **Commercial General Liability Insurance**
    - 1) Except as otherwise provided, the commercial General Liability Insurance provided by PROVIDER(s) shall conform to the requirements hereinafter set forth:
    - 2) PROVIDER's Insurance shall cover the PROVIDER(s) for those sources of Liability (Including but not by way of limitation, coverage for operations, Products/Completed Operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office;
    - 3) The minimum limits to be maintained by PROVIDER(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/\$3 million annual aggregate;
    - 4) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence; and
    - 5) PROVIDER(s) shall include the BOARD and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the BOARD as Additional Insured using the latest Additional insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of insurance shall be clearly marked to reflect "The School BOARD of Indian River County, Florida, its members, officers, employees and agents as additional insured."
  - b) **Automobile Liability Insurance**
    - 1) The Automobile Liability Insurance shall conform to the following requirements:
    - 2) PROVIDER's Insurance shall cover the PROVIDER(s) for those sources of liability which would be covered by section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the state of Florida by the Insurance Services Office;
    - 3) Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement; and
    - 4) The minimum limits to be maintained by PROVIDER(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per occurrence/ and if subject to an annual aggregate, \$3 million annual aggregate.
  - c) **Workers' Compensation/Employers' Liability**
    - 1) The Workers' Compensation/Employers' Liability Insurance provided by PROVIDER(s) shall conform to the following requirements:
    - 2) PROVIDER's insurance shall cover the PROVIDER(s) (and to the extent its sub-contractors and sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law; and
    - 3) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease- Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.
  - d) **Professional Liability Insurance**
    - 1) The Professional Liability Insurance provided by the PROVIDER(s) shall conform to the following requirements:
    - 2) PROVIDER's Professional Liability insurance shall be on a form acceptable to the BOARD and shall cover those sources of liability typically insured buy Professional Liability Insurance, arising out of or the rendering or failure to render professional services in the performance of this agreement, including all provisions of indemnification which is part of this agreement;
    - 3) The insurance shall be subject to a maximum deductible not to exceed \$25,000;
    - 4) If on a claims-made basis, the PROVIDER(s) shall maintain without interruption, the Professional Liability Insurance until (3) years after this agreement; and



- 5) The minimum limits to be maintained by PROVIDER(s) (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million per claim/annual aggregate.
- 6) By appropriate rider or endorsements to such policies, BOARD shall be included as an additional insured under such policies, which endorsements or riders shall further provide that coverages thereunder shall be primary without right of contribution of any insurance carried by the BOARD.
- 7) Prior to commencement of services hereunder, PROVIDER(s) shall provide to BOARD's office of Risk and Benefits Management copies of the riders or endorsement described above.
- 8) Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the BOARD and the Students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the BOARD in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the PROVIDER's Policy(ies) required under this agreement.
- 9) Upon the execution of this agreement, PROVIDER(s) shall furnish to BOARD's Office of Risk and Benefits Management with Certificates of Insurance evidencing the PROVIDER's insurance coverage is consistent with the terms of the agreement.
- 10) PROVIDER(s) shall also provide copies of the policies to the BOARD.
- 11) PROVIDER(s) shall also provide the BOARD with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification.
- 12) PROVIDER(s) shall be in material breach of this agreement if PROVIDER(s) fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the BOARD may terminate this agreement without further liability to the PROVIDER(s). Additionally the PROVIDER(s) shall be liable to the BOARD for any and all damages incurred due to the PROVIDER's failure to perform the agreement terms;

**D. NON-DISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAMS**

- 1) In the performance of work under this Agreement, PROVIDER shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap, which shall include, but not be limited to the following:
  - a) Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.
  - b) PROVIDER will post in conspicuous places, available for employees of PROVIDER and applicants for employment notices setting forth the provisions of the non-discriminatory clause.
- 2) PROVIDER shall meet all applicable federal, state, and local health, safety, and civil rights laws, and School BOARD Rules, including but not limited to the Americans with Disabilities Act and Section 504 of the Rehabilitation Act;
- 3) Where applicable, PROVIDER will provide multiple language materials to students and to parents/guardians.

**E. INDEMNIFICATION/HOLD HARMLESS**

- 1) PROVIDER shall, in addition to any other obligation, indemnify the Indian River County School BOARD and to the fullest extent permitted by law without waiving the School BOARD's sovereign immunity, protect, defend, indemnify and hold harmless the School District, their 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 there from, 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 PROVIDER, or anyone directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law or statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the PROVIDER or other party performing the work.
- 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 PROVIDER under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 3) Any costs or expenses, including attorney's fees, incurred by the School District of Indian River County to enforce this Agreement shall be borne by the PROVIDER.
- 4) PROVIDER recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the BOARD in support of the indemnifications in accordance with the laws of the State of Florida.
- 5) This article will survive the termination of this Agreement.

**F. COPYRIGHT AND PATENT INFRINGEMENT LAWS**

- 1) All materials used by PROVIDER are subject to federal law regarding copyrights and patents.

**G. PROHIBITED PRACTICES**

- 1) PROVIDER is prohibited from offering any incentives to eligible students and/or their families to entice a student or a student's parent to choose a PROVIDER.
- 2) PROVIDER may award student incentives for performance or attendance, the total value of which may not exceed \$50.00 per student per year, after the PROVIDER has been chosen by the parent and enrolled by the BOARD.
- 3) Incentives must be earned by achievement or attendance.
- 4) PROVIDER may not use the availability of achievement or attendance incentives in its marketing efforts prior to student sign-up. Only student enrolled with a PROVIDER may be informed of achievement or attendance incentives.
- 5) PROVIDER shall not provide parent incentives.

- 6) PROVIDER must not disclose to the public the identity of any student eligible for or receiving Supplemental Educational Services without the written permission of the parent/guardian of such student.
- 7) PROVIDER must not defame the BOARD in any way or at any time, including but not limited to recruiting, advertising, presentations, publications, and parent conferences.
- 8) No funds made available shall be used in any way for lobbying or fundraising activities.

## 20. MUTUAL AGREEMENTS OF THE BOARD AND THE PROVIDER

### A. STUDENT LEARNING PLAN

- 1) A Student Learning Plan (SLP) shall be developed by the District TITLE I staff and PROVIDER in consultation with parents/guardians for each eligible student whose parent/guardian elects to receive SES from the PROVIDER.
  - 2) SLP will be based on academic performance data and can include a thorough assessment conducted by the state-approved SES PROVIDER. SLP must state the level of the student prior to the start of SES. The goals set forth in the SLP must address the specific deficiencies of the student. Each goal must state the timetable for improving the student's performance, the specific, measurable goal that the student will be working towards and the measure of growth that the student will achieve. All goals must be related to the Sunshine State Standards and/or Next Generation Standards and be consistent with the student's IEP or 504 plan, if applicable. SLP shall include at least two (2) goals for each student. PROVIDER agrees to submit three (3) copies monthly of the student's progress report to the BOARD which shall be included with the monthly invoice for services. The SLP shall also contain the description of how the parent will be informed monthly of the student's progress. The SLP must be signed by the parent, the PROVIDER and by the BOARD before tutoring services can begin. PROVIDER and BOARD agree to make at least three (3) documented attempts to obtain parent's signature on the SLP.
  - 3) Changes in any student SLP may only be made with the written consent of the BOARD in consultation with parents/guardians. Any changes to the SLP must be agreed upon and approved by all parties and a new SLP developed and signed by all parties. In the event that there is disagreement on the changes, BOARD reserves the right to make the final determination
  - 4) PROVIDER, BOARD or parents/guardians may request a review of a student's SLP.
  - 5) PROVIDER shall not unilaterally terminate any SLP. PROVIDER shall obtain written authorization from the BOARD before terminating any SLP. A student's SLP shall terminate if the student ceased to be enrolled in the School District of Indian River County or if the student transfers to a non-Title I school site within the district.
  - 6) The parents/guardians shall not be charged for any services rendered under the SLP unless such services and charges are clearly identified in writing, are agreed upon in advance and signed by the parents/guardians. In no event shall the agreed upon charges to the parent obligate the BOARD financially, nor shall the BOARD incur any obligation or expense in excess of the state/federal reimbursement amount as identified in Section 10 A above.
  - 7) BOARD shall facilitate the development of the SLP in collaboration with PROVIDER and PARENT.
  - 8) BOARD shall have the authority to identify the subject area(s) and benchmark(s) to be addressed in the SLP.
  - 9) In collaboration with BOARD and PARENT, PROVIDER shall develop the specific goals for the student related to the identified benchmark and the specific timetable for improving the student achievement.
  - 10) PROVIDER shall identify percentage of progress toward each goal and report progress monthly for each goal. BOARD may terminate this Agreement if the PROVIDER fails to meet the student progress
- The student's SLP **Must be approved by appropriate School District of Indian River County staff.**

### B. SOURCE OF FUNDS AND LIMITATIONS

- 1) Nothing in this Agreement shall be construed to require the BOARD to meet its financial obligations with funds or sources of funding that are not specifically provided pursuant to, and available for expenditure under, the No Child Left Behind Act of 2001.
- 2) Nor does this Agreement create a multiple fiscal year obligation, and any financial commitment on the part of the BOARD contained in this Agreement is subject to annual appropriation by the BOARD, federal and or state governments, as applicable, and the Parties agree that the School BOARD has no obligation to fund the financial obligations under this Agreement other than for the then-current year of the Agreement term and subject to the requirements of the No Child Left Behind Act of 2001, or until the Agreement is terminated, if terminated during the term of the Agreement.

### C. AMENDMENT

- 1) This Agreement may be modified or amended only with the mutual consent of both parties
- 2) All amendments must be in writing, executed by both parties and approved by the BOARD.
- 3) No change in this Agreement or in the SLP shall result in BOARD financial obligation to PROVIDER in excess of the State/Federal reimbursement rate per student per year to BOARD.

### D. INDEPENDENT CONTRACTOR

- 1) This Agreement is by and between two independent agents and is not intended to and shall not be construed to create an agent, servant, employee, partnership, joint venture, or association relationship between the parties hereto.
- 2) PROVIDER understands and agrees that it shall be responsible for providing its own salaries, payroll taxes, withholding, insurance, workers compensation coverage, and all other benefits of any kind, as required by law for its own employees, and assumes the full responsibility for the acts, and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement.
- 3) The parties shall in no event be construed to be partners, joint venturers or associates of the other in the conduct of each party's business, nor shall the BOARD be liable for the debts of the PROVIDER in the conduct of the PROVIDER's business.

- 4) PROVIDER and any person working for or on behalf of the PROVIDER shall at all times be, and be regarded as, independent contractors, and are in no manner employees, servants, or agents of the School BOARD.
- 5) PROVIDER and any person working for or on behalf of the PROVIDER shall provide all necessary materials to effectively perform their duties.
- 6) PROVIDER agrees to comply with all applicable laws, including but not limited to state, federal and local tax laws; local and state laws concerning the licensing and operation of a business of the nature contemplated herein; local and state laws relating to health and safety; state and federal laws relating to nondiscrimination in employment; workers' compensation laws; and state and federal wage and hour laws;

**E. SUBCONTRACT AND ASSIGNMENT**

- 1) Neither PROVIDER nor BOARD may sub-contract, assign or transfer any interest in this Agreement without the prior written consent of the other party.
- 2) Such approval shall be attached and made part of this Agreement.
- 3) Subcontracts may be entered into only with PROVIDERS certified by the Florida Department of education.
- 4) Any sub-contractor assignee shall be bound by all of the terms of this Agreement, including the insurance and indemnification provisions.

**F. DEFAULT**

- 1) Failure on the part of PROVIDER to comply with or fulfill any term, condition, or timeline as specified in this Agreement, or the Student Learning Plan, will be sufficient to place the PROVIDER in Default of its obligations under this Agreement.
- 2) If BOARD determines that the PROVIDER is in Default as described, above BOARD shall notify the PROVIDER in writing immediately and shall have the right to withhold payment of outstanding invoices.
- 3) PROVIDER shall have seven (7) calendar days from receipt of Default Notification from the BOARD to respond in writing with a plan to cure said Default.
- 4) If the Default is not cured within fifteen (15) calendar days of BOARD, notification to PROVIDER, BOARD may, at its sole discretion terminate the Agreement.
- 5) If the Agreement is terminated under this Default provision, BOARD shall only be liable for payment for services provided through the termination date, at the sole discretion of BOARD. In no event shall PROVIDER be paid for any work not actually performed or for lost profits.
- 6) If the Agreement is terminated under this Default provision and in the event that BOARD then determines to have the Agreement completed by another PROVIDER, PROVIDER shall be liable for any costs of completion in excess of that called for in this contract.
- 7) If it is determined that the cause of the Default will endanger the health, safety, or welfare of students of Indian River County Public Schools receiving SES from PROVIDER, then this Agreement may be terminated immediately;

**G. TERMINATION**

- 1) The Agreement terminates automatically upon payment of the total amount for supplemental services or as of the close of business on the specified ending date of the Agreement, unless the Agreement has been terminated under the terms listed below.
- 2) BOARD shall retain the right to terminate this Agreement with or without cause upon twenty (20) calendar days prior written notice. PROVIDER may also elect to terminate this contract upon twenty (20) days written notice; however, in no event shall PROVIDER's exercise of its right to terminate this Agreement alleviate the PROVIDER of its responsibilities to complete any existing SLP's.
- 3) Should PROVIDER terminate this Agreement or withdraw from providing services after signing this Agreement and when the minimum number of children to be served has been met, the BOARD will report the PROVIDER to the Florida Department of Education and PROVIDER will be removed from the state-approved list for the current school year for the School District of Indian River County.
- 4) Upon termination that is not occasioned by the PROVIDER's default, BOARD shall pay, without duplication, for all services satisfactorily performed up to the date of termination. In consideration of this payment, PROVIDER waives all rights to any further payment from the BOARD;
- 5) In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and PROVIDER shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.
- 6) Notwithstanding part G(2) of this Section, the Board may terminate this contract with Providers immediately if there is any breach or action by Provider that is reasonably perceived by the School District of Indian River personnel, to create an unreasonable risk of harm or is detrimental to the interest of the students.

**H. NON-EXCLUSIVITY**

- 1) This Agreement does not grant to PROVIDER any exclusive privileges or rights; BOARD may contract with other PROVIDERS for the procurement of comparable services.
- 2) BOARD makes no commitment to request from PROVIDER any minimum or maximum amount of services hereunder, except as otherwise set forth in this Agreement.

**I. SEVERABILITY**

- 1) If any provision of this Agreement is held in whole or in part to be unenforceable or invalid by BOARD for any reason, the remainder of that provision and of the entire Agreement shall be severable and remain in full force and effect

**J. DISPUTE RESOLUTION**

- 1) Disputes between BOARD and PROVIDER concerning the interpretation of, requirements, or performance of the Agreement shall be submitted in writing and delivered in person or by certified mail to Cynthia Rountree, Director of Instructional Support, School District of Indian River County, 1990 – 25<sup>th</sup> Street, Vero Beach, FL 32960.
- 2) PROVIDER shall have the right to submit written documentation concerning the dispute and BOARD shall conduct a fair and thorough investigation concerning the dispute.
- 3) The determination shall be made by the Superintendent's designee, and shall be made in writing. If the determination of the BOARD results in termination of this contract, PROVIDER will be given ten (10) calendar days written notice and may appeal the decision to the FDOE, which shall be responsible for rendering a final written determination that will be binding on the parties

**K. GOVERNING LAW**

- 1) This Agreement shall be construed in accordance with the laws of the State of Florida.
- 2) PROVIDER agrees to be bound by any amendments to any State or Federal laws referenced in this Agreement or which impact the SES described herein upon the effective date of such amendments.
- 3) Any dispute with respect to this Agreement is subject to the laws of Florida, venue shall be exclusively in Indian River County, Florida.

**L. ENTIRE AGREEMENT**

- 1) This Agreement represents the entire agreement between the parties. No other promises or agreements have been made other than those in the Agreement.
- 2) This Agreement supersedes any prior agreements, understandings, promises, or representations, whether claimed to be oral or in writing. The parties have incorporated into this Agreement their entire understanding of the requirements under this agreement.
- 3) Each party acknowledges that it has read this Agreement carefully, fully understands the meaning of the terms of this Agreement, and is signing this Contract knowingly and voluntarily.
- 4) The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Agreement shall not be construed as a waiver or relinquishment for the failure of any such term or provision, and the same shall continue in full force and effect.
- 5) No waiver or relinquishment of any rights or privileges established by this Agreement shall be deemed to have been made by either party unless in writing and signed by the parties; and

**M. NOTICES**

- 1) Every notice, approval, or consent authorized or required by this Contract shall not be effective unless same shall be in writing and sent postage prepaid by Unites States Certified Mail, directed to the other party at the address hereinafter provided or such other address that from time to time either party may designate upon notice and agreement of both parties in accordance herewith shall be directed to the parties at their respective address as follows:

**As to the PROVIDER:**

Signed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Name of Supplemental Educational Service PROVIDER: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Signature of Supplemental Educational Service PROVIDER Authorized Representative: \_\_\_\_\_

**As to the School BOARD:**

Superintendent of Schools

School District of Indian River County

1990-25<sup>th</sup> Street

Vero Beach, FL 32960

Signed and effective this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the

SCHOOL BOARD OF INDIAN RIVER COUNTY

By:

\_\_\_\_\_  
Chairperson

Attested By:

---

Superintendent



**MULTI-DISTRICT PROGRAM AGREEMENT  
ST. LUCIE COUNTY / INDIAN RIVER COUNTY  
2012-2013 SCHOOL YEAR**

**St. Lucie District (RECEIVING)** serves students from Indian River District, (RESIDENT) as agreed upon by the two districts, in the following areas in cases where such services are needed: Intellectually Disabled, Physically Impaired (to include Orthopedically Impaired, Other Health Impaired, and Traumatic Brain Injury), Speech/Language Disabilities, Deaf or Hard of Hearing, Blind or Visually Impaired, Dual/Sensory Impaired, Emotional/Behavioral Disability, Specific Learning Disabilities, Hospitalized/Homebound, Physical or Occupational Therapy, or Autism Spectrum Disorder.

**Whereas**, the RECEIVING District has established facilities and specialized instruction for students with disabilities noted; and

**Whereas**, the RESIDENT District in cooperation with RECEIVING District finds the facilities and instructional programs to fit the needs of an individual, students may be enrolled in programs in RECEIVING District as agreed by the Districts.

If the RECEIVING District determines that it cannot provide an appropriate placement for an exceptional student, the RESIDENT District shall be responsible for providing such appropriate placement, including all costs associated with implementing such placement, through due process hearings or otherwise.

RECEIVING District shall receive all FTE funds generated by the student(s) who attends the program(s) with his/her exceptionality.

It shall be the responsibility of the RECEIVING District to:

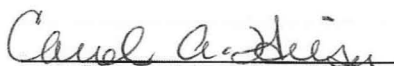
1. Designate responsibilities for the implementation of district procedures, pursuant to Fla. Admin. Code Rule 6A-6.03411;
2. Provide transportation within the county from one school to another as needed during the school day;
3. Provide program and staff supervision; and
4. Provide funding for the program(s) utilizing FTE funds generated by pupils being served through the multi-district agreement.

It shall be the responsibility of the RESIDENT District to provide transportation of the student(s) to and from the program(s) to the home base school in the RECEIVING District.

Neither party shall unlawfully discriminate in any way as to race, creed, color, religion, age sex, marital status, disability, or national origin in any respect in carrying out of the terms of this Agreement. All parties agree to comply with the applicable provisions of all state and federal antidiscriminatory laws including, but not limited to, the Civil Rights Acts of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; and the Americans with Disabilities Act of 1990.

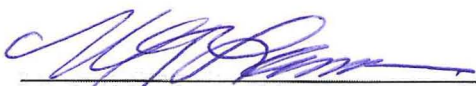
The School Boards recognize their liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the Boards may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

This Agreement will be in effect one year. It will be reviewed at the end of the 2013 school year and, based upon mutual agreement between the Boards, be continued after approval of all Boards. Either agency can terminate the Agreement by providing the other agencies with written notice of intent to dissolve the Agreement effective 90 days from the date of the communiqué.



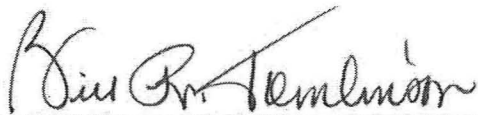
Ms. Carol A. Hilson, Chairperson  
School Board of St. Lucie County

Mr. Jeffrey Pegler, Chairman  
School Board of Indian River County



Mr. Michael J. Lannon, Superintendent  
School Board of St. Lucie County

Dr. Frances J. Adams, Superintendent  
School Board of Indian River County



Mr. Bill R. Tomlinson, Asst. Supt.  
Student Svcs, ESE, Alternative Education  
School Board of St. Lucie County



Dr. Michael Ferrentino, Executive Director  
ESE and Student Services  
School Board of Indian River County

July 24, 2012

Date

Date



**MULTI-DISTRICT PROGRAM AGREEMENT  
ST. LUCIE COUNTY / INDIAN RIVER COUNTY  
2012-2013 SCHOOL YEAR**

**Indian River District (RECEIVING)** serves students from St. Lucie District, (RESIDENT) as agreed upon by the two districts, in the following areas in cases where such services are needed: Intellectually Disabled, Physically Impaired (to include Orthopedically Impaired, Other Health Impaired, and Traumatic Brain Injury), Speech/Language Disabilities, Deaf or Hard of Hearing, Blind or Visually Impaired, Dual/Sensory Impaired, Emotional/Behavioral Disability, Specific Learning Disabilities, Hospitalized/Homebound, Physical or Occupational Therapy, or Autism Spectrum Disorder.

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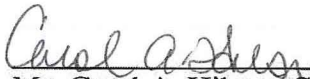
1. Designate responsibilities for the implementation of district procedures, pursuant to Fla. Admin. Code Rule 6A-6.03411;
2. Provide transportation within the county from one school to another as needed during the school day;
3. Provide program and staff supervision; and
4. Provide funding for the program(s) utilizing FTE funds generated by pupils being served through the multi-district agreement.

It shall be the responsibility of the RESIDENT District to provide transportation of the student(s) to and from the program(s) to the home base school in the RECEIVING District.

Neither party shall unlawfully discriminate in any way as to race, creed, color, religion, age sex, marital status, disability, or national origin in any respect in carrying out of the terms of this Agreement. All parties agree to comply with the applicable provisions of all state and federal antidiscriminatory laws including, but not limited to, the Civil Rights Acts of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended; and the Americans with Disabilities Act of 1990.

The School Boards recognize their liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver any right of defense that the Boards may possess and reserves all such rights as against any and all claims that may be brought under this Agreement.

This Agreement will be in effect one year. It will be reviewed at the end of the 2013 school year and, based upon mutual agreement between the Boards, be continued after approval of all Boards. Either agency can terminate the Agreement by providing the other agencies with written notice of intent to dissolve the Agreement effective 90 days from the date of the communiqué.



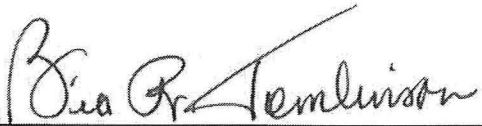
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School Board of St. Lucie County

Mr. Jeffrey Pegler, Chairman  
School Board of Indian River County



Mr. Michael J. Lannon, Superintendent  
School Board of St. Lucie County

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Student Services and ESE  
School Board of St. Lucie County

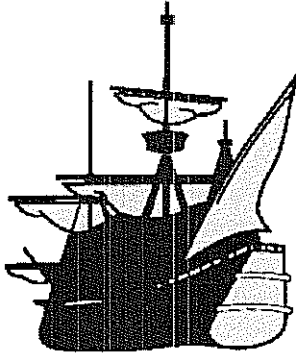


Dr. Michael Ferrentino, Executive Director  
ESE and Student Services  
School Board of Indian River County

07-24-2012

Date

Date



# TREASURE COAST COUNCIL of LOCAL GOVERNMENTS

## COUNTIES

Indian River  
Martin  
Okeechobee  
St. Lucie

## CITIES

Fellsmere  
Fort Pierce  
Okeechobee  
Port St. Lucie  
Sebastian  
Stuart  
Vero Beach

## TOWNS

Jupiter Island  
Indian River Shores  
Sewall's Point  
St. Lucie Village

## SCHOOL BOARDS

Indian River County  
St. Lucie County  
Martin County

## MEMBERSHIP RENEWAL NOTICE

Annual Membership January 1, 2012 through December 31, 2012

Mr. Jeff Pegler  
Indian River County School Board  
1990 25<sup>th</sup> Street  
Vero Beach, FL 32960  
Phone: 772-770-1112  
Office: 772-564-3200  
Fax: 772-564-3105  
Email: jeff.pegler@indianriverschools.org

If the above information is not correct, please help us keep our records up to date by completing the following:

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_ County: \_\_\_\_\_  
City/State \_\_\_\_\_ Zip: \_\_\_\_\_  
Office Phone: \_\_\_\_\_ Office Fax: \_\_\_\_\_  
Home/Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Annual Membership Dues: \$200.00


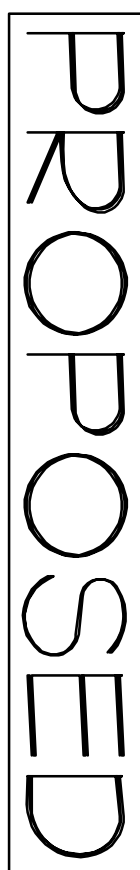
Make the check payable to:  
Treasure Coast Council of Local Governments

Please return this form with your payment to:  
Dowling R. Watford, Jr., Treasurer  
701 Northeast 5<sup>th</sup> Street  
Okeechobee, Florida 34972

We understand this may be an oversight  
Please respond ASAP

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# SITE PLAN

SCALE: 1" = 40'-0"

# SITE PLAN

(SOUTH PORTION)

PROJECT: **BEACHLAND ELEMENTARY  
MASTER PLAN STUDY**

FOR: SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
3551 MOCKINGBIRD DRIVE  
VERO BEACH, FL 32963

SEAL:

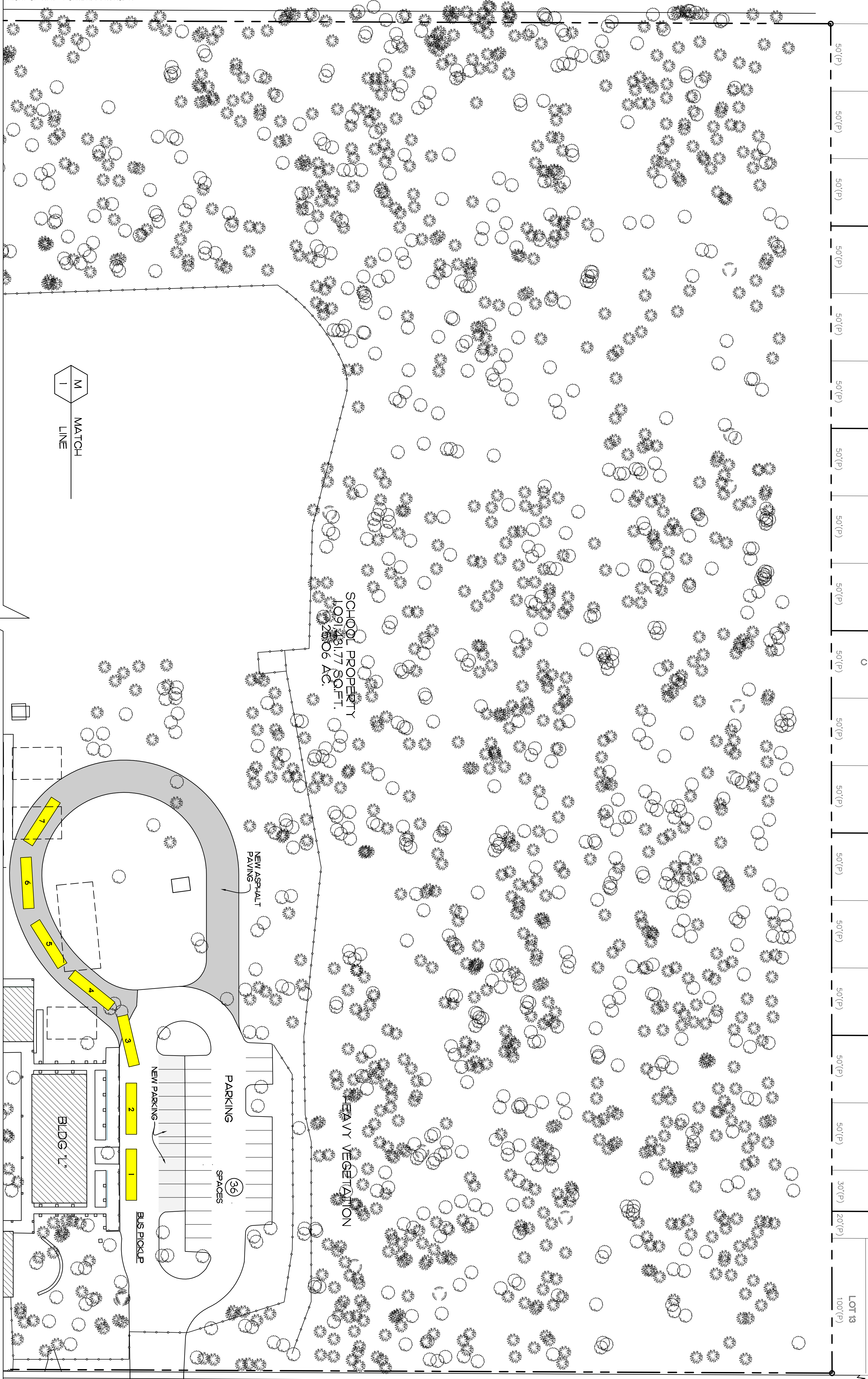


**EDLUND · DRITENBAS · BINKLEY**  
**ARCHITECTS AND ASSOCIATES, P.A.**  
 AR-AA C000886  
 65 ROYAL PALM POINTE, SUITE "D"  
 VERO BEACH, FLORIDA 32960  
 PHONE: (772) 569-4320



INDIAN RIVER DRIVE

RIGHT-OF-WAY - FORMERLY AVENUE N



(60' RIGHT-OF-WAY - PLATTED 36th STREET),

DATE PALM ROAD

VEROMAR SUBDIVISION - PLAT 1

FBI 01 - 088

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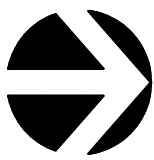
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# SITE PLAN

SCALE: 1" = 40'-0"

(NORTH PORTION)

MATCH / M

NO:	DATE	REVISIONS

PROJECT: BEACHLAND ELEMENTARY  
MASTER PLAN STUDY

FOR: SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
3551 MOCKINGBIRD DRIVE  
VERO BEACH, FL 32963

SEAL:



EDLUND · DRITENBAS · BINKLEY  
ARCHITECTS AND ASSOCIATES, P.A.

AR-AA C000886

65 ROYAL PALM POINTE, SUITE "D"  
VERO BEACH, FLORIDA 32960  
PHONE: (772) 569-4320





# AIA

## Document G702<sup>TM</sup> - 1992

APPROVED FOR  
PAYMENT: 8-15-12  
Samuel M. Thayer

APPROVED FOR  
PAYMENT

### Application and Certificate for Payment

<b>TO OWNER:</b>	School District of Indian River Co. 1990 25th Street Vero Beach, FL 32960	<b>PROJECT:</b>	Treasure Coast Elem. Outside Door Replacement  Vero Beach, FL 32960	<b>APPLICATION NO:</b>	4 Final	<b>Distribution to:</b>	
				<b>PERIOD TO:</b>	August 10th, 2012	<b>OWNER:</b>	<input checked="" type="checkbox"/>
						<b>ENGINEER:</b>	<input type="checkbox"/>
<b>FROM</b>	Pinnacle Construction	<b>VIA</b>		<b>CONTRACT FOR:</b>	GC	<b>CONTRACTOR:</b>	<input checked="" type="checkbox"/>
<b>CONTRACTOR:</b>	of the Treasure Coast, LLC 5585 US Hwy 1, Suite 2 Vero Beach, FL 32967	<b>ARCHITECT:</b>	N/A	<b>CONTRACT DATE:</b>	24-Apr-12	<b>FIELD:</b>	<input type="checkbox"/>
				<b>PROJECT NOS:</b>	SDIRC 2009-22-01 Project #14	<b>OTHER:</b>	<input type="checkbox"/>

### 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	\$ 124,320.00
2. Net change by Change Orders	
3. CONTRACT SUM TO DATE (Line 1 2)	\$ 124,320.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 112,796.47
5. RETAINAGE:	
a. 10% of Completed Work (Column D + E on G703)	\$ -
b. 10% of Stored Material (Column F on G703)	\$ -
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ -
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ 112,796.47
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 101,516.82
8. CURRENT PAYMENT DUE	\$ 11,279.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$ 11,523.53

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total Changes approved in previous months by Owner	\$ 1,796.47	\$ 1,796.47
Total Approved this Month - CO#1 Threshold Ext.	\$ -	\$ -
TOTALS	\$ -	\$ -
NET CHANGES by Change Order	\$ -	\$ -

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 for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

#### CONTRACTOR

By: F. M. P. Clement

State of: FL

County of:

Subscribed and sworn to before  
me this 10 day of August

Notary Public:

My Commission expires:

Date: 8-10-12

### 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 \$ 11,279.65

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

#### ARCHITECT

By: N/A

Date:

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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July 25, 2012

Charlene Atkins  
Accounting Mgr Gen Ledger  
School District of Indian River County  
1990 25th St  
Vero Beach, FL 32960

**Re: K-12 Check Guarantee Program**

Dear Charlene,

Thanks so much for our meeting; I really appreciate your interest in our services. We are confident that the **Envision Payment Solutions, K-12 Check Guarantee Program** would be an extremely valuable asset for your department, and to School District of Indian River County. We have received very favorable feedback from other school districts that are already utilizing the program, and look forward to hopefully adding School District of Indian River County as well. **Envision Payment Solutions** has proven itself to be a great fit for schools as we take the job of check collection off your hands, and allow your staff to use their time more wisely.

**Envision Payment Solutions** has developed a special program for school districts, a complete Check Guarantee Service at **No Cost** to either your department or the district. By processing thousands of returned checks each week, we are simply better equipped to handle the flow of returned checks at our national facility, and take this task completely out of your hands. Here's briefly how the process works:

- Your current banks will be notified to route all returned checks to **Envision Payment Solutions** for processing after first presentation. There will be no need for any administrative work on your part.
- The day the checks are received at **Envision Payment Solutions**, they will be entered in our national recovery system, a letter will be mailed that day, and the process will begin.
- To make sure we give the check writer every chance to handle the situation in an understanding manner, we will make a courtesy call in a few days to make sure they received the letter, and set up a plan for them to take care of the situation. We will begin calling at that time, and follow up with letters and calls until the check is taken care of.
- We will send your school district a claim reimbursement check on the 1<sup>st</sup> and 15<sup>th</sup> of each month with complete reporting, which includes a breakdown of all returned items. **All qualified checks will be paid regardless of collection!**
- Your office will be able to log into the **Envision Payment Solutions System** with a secure password to view images of all your returned checks as well as run reports for your audit process.
- Should there be an occasional situation where you will need us to return the check and cease collection activity, we will be glad to comply with your request.

Envision Payment Solutions, Inc. 3039 Premiere Parkway, Suite 600 - Duluth, GA 30097  
800-290-3957 - 770-709-3000 Phone/Fax 770-709-3099



PO Box 157 ■ Suwanee, GA 30024-9998  
770.709.3000 ■ 800.763.4059 ■ 770.709.3007(Fax)

### ADDENDUM TO SERVICE AGREEMENT

The following *Rider Declaration and Acknowledgement* is in connection to the service agreement (Agreement) between *Envision Payment Solutions, Inc.* (Company or EPS) and the School *District of Osceola County; FL* (Member) made effective 7-12-2011.

In reference to the Request for Proposal Solicitation #SDOC-11-P-069-NM, EPS extends to School District of Indian River County, FL (Rider) the contract awarded to Company by Member. As such, Rider may purchase services at contract prices and in accordance with contract terms.

In addition, the Rider acknowledges and agrees to the terms of Agreement signed by Member.

In signing below, EPS and Rider understand and agree to the above added terms of Agreement.

\_\_\_\_\_  
Client (Rider) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Envision Payments Representative

\_\_\_\_\_  
Date

Rider School District of Osceola County



## IMPORTANT:

So that all departments within your district are functioning as one, this **FREE** service is being offered to School District of Indian River County for all checks written. This includes Food Nutrition, General Accounts, After School Programs, and any other departments within the District.

### Proposal for Service: *K-12 Check Guarantee Program*

Start Up Costs	<b>Waived/No Cost</b>
Set Up & Training	<b>Waived/No Cost</b>
Monthly Fee	<b>Waived/No Cost</b>
Courtesy Check Limit	<b>\$100.00</b>
Bank Codes	<b>ALL</b>
Check Limit	<b>\$100.01 - \$500.00</b>
Bank Codes	<b>NSF, Account Closed, Uncollected Funds</b>
Check Requirements	<b>NONE</b>

Any checks received that fall outside of the above parameters will be handled on a recovery only basis, and your district will be reimbursed the full face value upon recovery.

We feel that when implemented School District of Indian River County, will experience not only a tremendous increase to your bottom line check handling expense, but an even greater savings to the human resources currently being expended on the recovery process. We could have this program up and running for you within two to three weeks.

I look forward to adding you to our growing family of *Envision Payment Solutions* partners.

Sincerely,  
***Ann Price***

Ann Price  
Major Account Executive  
888-565-7800  
[ann.price@envisionpayments.com](mailto:ann.price@envisionpayments.com)  
[www.envisionpayments.com](http://www.envisionpayments.com)

Envision Payment Solutions, Inc. 3039 Premiere Parkway, Suite 600 - Duluth, GA 30097  
800-290-3957 - 770-709-3000 Phone/Fax 770-709-3099

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**SCHOOL DISTRICT OF INDIAN RIVER COUNTY  
DISTRICT SCHOOL BOARD POLICY CHANGES  
SUPPORT INFORMATION**

Today's Date: 8/20/2012

Policy Number: 3.40

Policy Title: Personnel Evaluation

Check one of the following:

New Policy: ☐

Amendment: XX

Repeal: ☐

I. Summary of Proposed New or Revised Policy:

Evaluation process for teachers that terminate anytime during the school year

II. Estimated Economic Impact: \$ None

III. Referenced Statutes:

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43 (F.S.)

Implemented: 1012.34 F.S. (F.S. and/or FSBE)

IV. Indian River County School Board (Ms. Stang will complete after adoption.)

Date Adopted by IRCSB: \_\_\_\_\_

Date Amended by IRCSB:   /  /  

Date Repealed by IRCSB:   /  /  

V. School Board Authorization:

Action Initiated by: School Board Members

Approved by:   
(Signature of) Superintendent/School Board Secretary

**Do not write below this line.**

School Board Recording Secretary:

- |   |                  |
|---|------------------|
| 1. Discussion Agenda Item: Workshops            | <u>8-14-2012</u> |
| 2. Action Agenda Item - Date for Public Hearing | <u>8-28-2012</u> |
| 3. Legal Notice                                 | <u>9-3-2012</u>  |
| 4. Public Hearing/Adopted Date (Action Item)    | <u>10-9-2012</u> |

001-95-BRD  
REV: 08/2011  
GSL SL Item #32



3.40 PERSONNEL EVALUATION

The performance of each member of the administrative, supervisory, and instructional staff shall be assessed as provided herein.

- A. The assessment of a teacher shall be based on provisions outlined in the negotiated agreement.
- B. The Superintendent shall arrange for the evaluation of all principals, supervisors, and administrative personnel as required by law.
- C. In the event a teacher terminates employment with the District at any time during a school year, upon request to their evaluating administrator, that teacher will receive their summative assessment rating after the District receives the value added model (VAM) data from the Department of Education upon the following conditions:
  - (1) the evaluating administrator has completed all required teacher observations;
  - (2) the teacher remained employed through all State mandated student assessments;
  - and
  - (3) the teacher met with their evaluating administrator to receive their instructional practices score.

The post-employment receipt of the summative assessment rating by a former teacher does not serve to extend to the former teacher any employment rights enjoyed by teachers of the District.

- ~~C. A final evaluation shall be made when the employee leaves the school system.~~
- D. Prior to preparing the written report of the evaluation, the individual being evaluated shall be informed as to the criteria and the procedure to be used.
- E. The written report of the evaluation shall be reviewed with the employee and discussed with him by the person who made the evaluation.
- F. The evaluation of an employee shall be confidential until the end of the school year immediately following the school year in which the evaluation is made.

Authority: 120.536, 120.54, 120.81, 1001.41, 1001.51, 1001.49, 1001.42(17), 1001.43, F.S.

Implemented: 1012.34, F.S.

Amended: 11/8/83, 10/14/03, 5/13/08, \_\_\_\_\_

# ***The School Board of Indian River County, Florida***

## ***2013 Legislative Priorities***

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### **Position Statement**

School districts are currently overburdened by the impact of new and established Federal and State Legislative mandates. The cost of these mandates are draining scarce resources away from the classroom. Any additional mandates at this time will have a detrimental impact and further impair the ability of school districts to continue to provide excellent service to students.

### **Adequate Funding**

Allocate sufficient State dollars with flexibility to enable school districts to support: guaranteed continuation budgets that provide for enrollment growth; inflationary increases; competitive salaries and benefits for teachers and other personnel; and quality program improvements. Fund education consistent with Article IX, Section 1 of the Florida Constitution which states, “*the education of children is a fundamental value of the people of the State of Florida. It is, therefore, a paramount duty of the State to make adequate provisions for the education of all children residing within its borders.*” Use State revenue to provide for these continuation budgets, as opposed to the State relying on increases in local property tax revenues as the source of additional funds. Fully fund mandates that have been imposed on school districts. It is imperative that these mandates do not redirect available funding away from classrooms and students.

### **Accountability with Flexibility**

Reexamine public school accountability systems in the State of Florida, and develop a system based on multiple forms of assessment; which does not require extensive standardized testing, more accurately reflects the broad range of student learning, and is used to support students and improve schools. As part of student assessment redesign, require the Department of Education to conduct a thorough "best practices" review of ongoing successful, professional, student assessment programs both nationally and internationally that focus on achievement of curricular goals--what it is we want students to learn, know, and be able to do; concomitantly require the FLDOE to provide real cost projections to fund highly-effective teachers (Student Success Act of 2011) without taking away existing resources.

### **Student Learning**

ESE: Reinstate the funding for levels 251, 252, 253, and gifted students on a per student basis to the system in place prior to July 2001 to provide adequate funding for the level of services required for traditional public school ESE students. Allow for the funding for program needs to follow the student.

Voluntary Prekindergarten: Reinstate the base student allocation amounts for the Voluntary Pre-Kindergarten program to 2010-2011 funding levels. During the 2011-2012 Legislative Session, the base student allocations for the school year and summer programs were reduced by \$179 per student for the regular school year program and \$153 per student decrease for summer school program.

Class Size: In order to provide a level playing field, provide traditional schools the same level of flexibility for class sizes at the school average similar to that of charter schools.

## **Facilities – Maintenance and Construction**

Public Educational Capital Outlay Funds (PECO): During the 2011-2012 Legislative Session, approximately \$55.2 million in PECO funds were available for distribution to the K-12 public school system. Reinstate and adequately fund the traditional school system and charter schools equitability. These funds are necessary for upkeep and maintenance to protect our existing assets.

Capital Outlay & School Construction: Amend F.S. 1011.71(2) to replace the capital outlay millage to its original and full 2.0 mills as provided in the law prior to July 1, 2008. Oppose any further reduction in the capital outlay millage below the current 1.5 mills in place as of July 1, 2010, and provide flexibility to the locally controlled school boards to transfer funds received under this subsection to the operating fund for non-capital expenditures deemed critical by those school boards.

Class Size: Fully fund Class Size Reduction (CSR), pursuant to the Constitutional Amendment, but not at the expense of the basic FEFP. Provide full State funding for the cost of building additional schools and classrooms to meet the State's responsibility under the current CSR amendment, and distribute the funds based on the school districts' utilization needs.

## **Teacher Performance Pay and Teacher Evaluation Systems**

Fund 100% of the costs associated with establishing new valid and reliable testing programs in every subject not covered by State accountability tests and new teacher evaluation systems. Allow local control to create performance pay schedules to meet local needs, promote fairness among all instructional personnel, and allow buy-in from all local stakeholders.

## **0.25 Critical Operating Needs Millage**

During the 2011-2012 Legislative Session, Section 1011.62 was amended to repeal the provision of this statute that authorized school districts to levy an additional 0.25 mills for critical capital outlay or critical operating needs subject to a local voter referendum for a period not to exceed two years. Reinstate this provision of the statute to authorize school districts to continue to ask its local citizenry via referendum to continue its investment in the local public educational system.