

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

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.

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

**Date: February 28, 2017**

**Time: 6:00 p.m.**

**Room: Teacher Education Center (TEC)**

**Business Meeting Agenda**

- I. CALL MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS
- III. ADOPTION OF ORDERS OF THE DAY
- IV. PRESENTATIONS
  - A. Recognition of High Impact Teachers**
  - B. Recognition of National Merit Scholarship Finalists**
  - C. Recognition of Pioneers of Propane School Bus Industry for State of Florida – Ms. Idlette**
  - D. Musical Performance by Sebastian River Middle School**
  - E. Short Video on School Initiatives**
  - F. Five-Year Strategic Plan**
- V. CITIZEN INPUT
- VI. CONSENT AGENDA
  - A. Approval of Minutes – Dr. Rendell**
    - 1. Business Meeting held 2/14/2017  
(Minutes will be available prior to the meeting.)  
Superintendent recommends approval.
  - B. Approval of Personnel Recommendations – Dr. Fritz**

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

**C. Approval of Renewal Agreement with Skate Solutions Inc., for 2017-2018 – Mrs. Dampier**

Skate Solutions will provide transportation to and from the schools for the Extended Day Program and provide skates for skating on Early Release Days during the school year beginning March 1, 2017 through February 28, 2018. In addition, Skate Solutions will provide transportation to and from the Extended Day Program Summer Camps and provide skates for weekly skating during summer camp from May to August 2017. The Curriculum and Instruction Department recommends approval of a contract with Skate Solutions Inc., to provide students with transportation to and from the Extended Day Program and Summer Camp. Transportation is provided by an appropriately insured and inspected bus. In addition, employees that come into contact with children during transportation will complete all required background checks. The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.

- a) During Early Release Days the student is responsible to pay \$6.00 per trip for skating.
- b) During Summer Camp the Extended Day Program will pay \$6.00 per child, per trip to the Skate Factory which is included as part of the weekly tuition fee for Summer Camp. There is no cost to the School District of Indian River County.

No other fees or expenses are authorized. Vehicle inspection document is submitted with documentation. The Certificate of Insurance has been reviewed by Risk Management and approved. Superintendent recommends approval.

**D. Approval of Sebastian River High School's Winter Guard Team to Travel to International Regional and National Competitions – Mrs. Dampier**

The Winter Guard Team at Sebastian River High School will be attending the Winter Guard International and National Competition, March 3–5, 2017, in Atlanta, GA. for the Regional Competition and April 5–9, 2017, in Dayton, OH. for the National Competition. All costs associated with both events will be covered by the Sebastian River High School's Band Boosters. Superintendent recommends approval.

**E. Approval of Sebastian River High School's Boys and Girls Rugby Club Team Out of State Trip – Mrs. Dampier**

The Boys and Girls Rugby Club Team at Sebastian River High School will be attending the North Carolina Youth Rugby Festival, March 3–5, 2017, in Charlotte, North Carolina. The team has participated in this festival twice, with the girls winning 1<sup>st</sup> place one year and runners up another year. The teams will be traveling by a District approved charter bus service and all travel costs have been paid by the boosters and families of the students. Superintendent recommends approval.

VII. ACTION AGENDA

**A. Public Hearing and Board Approval of Recommended Instructional Materials – Mrs. Dampier**

Pursuant to the Public Hearing to hear parent comments, recommended instructional Materials for Social Studies have been available for public review for at least twenty (20) calendar days. As a part of the instructional materials adoption process, the School Board must receive public comment during Public Hearing and meeting in accordance with School Board Policy 0169.1, *Public Participation*. The Instructional Materials Adoption Committees are recommending adoption of the materials on the attached lists for the 2017-2018 school year. <https://www.indianriverschools.org/component/attachments/download/1096> The Instructional Materials lists represent the committees' selected materials for the courses listed. These materials will assist teachers in providing standards-based instruction for District students. The cost of this adoption is approximately \$1,358,520.60. Now, the School Board will receive public comment and act on the proposed Instructional Materials for Social Studies K-12. Superintendent recommends approval.

**B. Approval of Agreement Form for Construction Contracted Services with Palm Beach Trucking LLC, DBA Merchant Transport, for Relocation of Beachland Elementary Concretable Buildings – Mr. Morrison**

Approval is recommended for the Agreement Form of Construction Contracted Services between the School Board of Indian River County and Palm Beach Trucking LLC-DBA Merchant Transport, for transport and relocation of 8 concretable buildings from Beachland Elementary to Dodgertown Elementary (4 buildings) and Pelican Island elementary (4 buildings), as outlined in the proposal/scope of work. The cost of this project is not to exceed \$168,270 which includes the quote amount of \$153,270 and an owner added contingency in the amount of \$15,000. As per the terms and conditions of the Palm Beach County School Board ITB-0-37-2015/HS. Superintendent recommends approval.

**C. Approval to Award Invitation to Bid (ITB) #08-0-2017/JC to Atlas Apex Roofing, LLC, as Primary and Crowther Roofing as Secondary - Mr. Morrison**

The purpose and intent of this Invitation to Bid is to secure firm, fixed, hourly rates for the repairs of roofs as needed. To meet the time and task demands of the school district, primary and secondary awards will be made. If for some reason the primary awardee is not able to keep up with assignments, the secondary awardee will be activated. Primary award will be to the lowest and best responsive and responsible bidder meeting specifications, terms, and conditions. The estimated financial impact is \$150,000.

The term of this ITB is from February 28, 2017, through February 27, 2018; and may, by mutual agreement between the Board and the awardee, be renewed for two additional one-year periods. The Purchasing Department recommends award to Atlas Apex Roofing, LLC, as the best responsive and responsible bidder meeting specifications, terms, and conditions; and secondary award to Crowther Roofing. See attached backup. Superintendent approves recommendation.

**D. Approval of Contracts for Roof Repairs (ITB# 08.0.2017JC) – Mr. Morrison**

Approval is recommended for Roof Repair agreements for the School Board of Indian River County with the following two (2) firms:

- Atlas Apex Roofing LLC (Primary)
- Crowther Roofing (Secondary)

The Agreements are to provide Roof Repair services District wide on an as-needed basis. Cost of service will be in accordance with the fixed, unitized rates referenced in "Paragraph C" of this Agreement. The contract period is February 28, 2017, through February 27, 2018; and may, by mutual agreement between the Board and the awardees, be renewable for two additional one-year periods. Superintendent recommends approval.

**E. Approval to Award Request for Proposal (RFP) #06-1-2017/JC to All Pro Security Services, LTD for Security Officer Services - Mr. Morrison**

The purpose and intent of this RFP is to secure firm, fixed, hourly rates for security officer services. The main focus at this time is fifty hours per week at Gifford Middle School. The District reserves the right to add or delete other campuses at any time during the contract period as necessary. Award was not based on price alone, but to the proposer whose submission contained the most advantageous combination of hourly rates, qualifications, experience of staff assigned to this project, litigation, and references. The estimated annual financial impact at this time is expected to be less than \$50,000. The term of this RFP is from February 28, 2017, through February 27, 2018; and may, by mutual agreement between the Board and the awardee, be renewed for two additional, one-year periods. The Purchasing Department recommends award to All Pro Security Services, LTD, as the best responsive and responsible bidder meeting specifications, terms, and conditions. See attached backup. Superintendent recommends approval.



**F. Approval to Piggyback Bid PEPPM National Cooperative Contracts Bid to Purchase Wireless Access Points from Maxis360 - Mr. Green**

This request is to grant the authority for the Superintendent to issue purchase orders as per the terms listed below. Maxis360 will provide the District with Wireless Access Points to be installed at various schools throughout the District. This allows for the expansion of wireless coverage in areas where the coverage is known to be weak or lacking. The cost impact to the District is \$185,437.50. This will be funded through the 0.6 voter approved millage. Superintendent recommends approval.

**G. Recommendation to Suspend Instructional Employee, Alison Moody, and Employee Request for Hearing – Dr. Fritz**

The Superintendent recommends suspension without pay for a period of (3) days of instructional employee, Alison Moody. The employee has requested a hearing to contest the suspension recommendation. Copies of the Superintendent's Charging Letter and the letter from the employee's attorney requesting a hearing are attached to this agenda item.

- (1) The Superintendent requests the School Board determine who will hear the matter, either the School Board or an Administrative Hearing Officer assigned by the Division of Administrative Hearings. The School Board has the discretion to hear the case itself, or refer the case to the Division of Administrative Hearings.
- (2) In the event the School Board determines it will hear the suspension hearing, a date for the hearing will also need to be set. The hearing must be held within 60 days of the employee's request, or April 22, 2017. Of course, if the parties (the Superintendent and the employee) agree, the deadline to hold the hearing can be extended. In the event the Division of Administrative Hearings will handle the case, the date of the hearing will be set by that agency.

**H. Recommendation to Suspend Instructional Employee, Ralph Vaughn, and Employee Request for a Hearing – Dr. Fritz**

The Superintendent recommends suspension without pay for a period of five (5) days for instructional employee, Ralph Vaughn. The employee has requested a hearing to contest the suspension recommendation. Copies of the Superintendent's Charging Letter and the letter from the employee's attorney requesting a hearing are attached to this agenda item.

- (1) The Superintendent requests the School Board determine who will hear the matter, either the School Board or an Administrative Hearing Officer assigned by the Division of Administrative Hearings. The School Board has the discretion to hear the case itself, or refer the case to the Division of Administrative Hearings.
- (2) In the event the School Board determines it will hear the suspension hearing, a date for the hearing will also need to be set.

The hearing must be held within 60 days of the employee's request, or April 22, 2017. Of course, if the parties (the Superintendent and the employee) agree, the deadline to hold the hearing can be extended. In the event the Division of Administrative Hearings will handle the case, the date of the hearing will be set by that agency.

VIII. SUPERINTENDENT'S REPORT

IX. DISCUSSION

**A. Cameras in the Classroom to Monitor Student Behavior – Chairman Searcy**

**B. Committee Recommendations to the Board – Mrs. Simchick**

X. SCHOOL BOARD MEMBER MATTERS

XI. INFORMATION AGENDA

No information items

XII. SUPERINTENDENT'S CLOSING

XIII. ADJOURNMENT

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

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

The District School Board of Indian River County met on February 14, 2017, at 6:00 p.m. The meeting was held in the Teacher Education Center located in the School District Office at the J.A. Thompson Administrative Center located at 6500 – 57th Street, Vero Beach, Florida 32967. District School Board Members attending were: Chairman Charles G. Searcy, Vice Chairman Shawn R. Frost, and Board Members: Dale Simchick, Laura Zorc, and Tiffany M. Justice. Dr. Mark J. Rendell, Superintendent of Schools; and Suzanne D’Agresta, School Board Attorney, were also present. Prior to the meeting, a moment of silence was requested by the Chair.

### **Business Meeting Minutes**

- I. Meeting was called to order by Chairman Searcy.
- II. PLEDGE OF ALLEGIANCE TO THE FLAG AND PRESENTATION OF COLORS WAS PRESENTED BY: Sebastian River High School’s Navy Junior ROTC under the Direction of (Lieutenant Commander) LCDR James Landis USN (retired) and (Master Sergeant) MSgt Michael Hussey USMC (retired).
- III. ADOPTION OF ORDERS OF THE DAY  
Chairman Searcy, hearing no requests for changes, called for a motion to adopt the Orders of the Day. Mrs. Simchick moved approval of the Orders of the Day. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.
- IV. PRESENTATIONS
  - A. **Governor's Shine Award Recipient**  
Vero Beach Elementary School’s Assistant Principal, Rachel Moree, was recognized by the District School Board and Superintendent with a Certificate of Excellence for being awarded the Governor’s “Shine Award”. The Shine Award is presented to teachers and administrators in Florida who make significant contributions to the field of education
  - B. **Children’s Services Advisory Committee (CSAC) Grant and United Way Grant in support of the 2017 STEP into Kindergarten Program**  
Mrs. Falardeau talked about the success and growth of the program and presented a video on students in the classrooms. She said that the goal this year was to increase participation to 210 students this year and to eventually expand the program to include all schools, instead of limiting the program to Title I schools.
  - C. **Musical Performance by Storm Grove Middle School**  
“The Singing Stingrays” performed. This was their fourth year to be accepted to perform at Disney Springs.
  - D. **Short Video on School Initiatives**  
Jim Ryun, a former member of the Kansas U.S. House of Representatives, visited students to speak on his life story that started by setting goals as a student.

V. CITIZEN INPUT

Liz Cannon, President of IRCEA Teachers' Union, requested to speak on Discussion Session.

William Wood requested to speak on Teacher/Administration climate.

Anthony Brown requested to speak on accountability.

Jerryliane Castro, student, requested to speak on the impact of peer mentoring program.

John Mullen requested to speak concerning an event at SGMS.

VI. CONSENT AGENDA

Chairman Searcy called for a motion. Mr. Frost moved approval of the Consent Agenda. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

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

1. Discussion Session held 1/24/2017

2. Business Meeting held 1/24/2017

Superintendent recommended approval.

**B. Approval of Personnel Recommendations – Dr. Fritz**

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

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

This request was for approval to dispose of surplus property in accordance with Florida Statutes 274.05 and 274.06. The attached lists represented property to be deleted from various inventories and/or for items that had been declared surplus. After Board approval, property would be recycled and/or auctioned. Superintendent recommended approval.

**D. Approval of Donations – Mr. Morrison**

1. Vero Beach High School received a donation in the amount of \$1,000 from the Raymond Hill Revocable Trust Agreement. The funds would be utilized to benefit the Vero Beach High School Track Team.

2. The Professional Development Department received a donation in the amount of \$5,000 from the Community Credit Union. The donation would fund general Professional Development expenses.

3. Glendale Elementary School received a donation in the amount of \$1,260 from the Mardy Fish Children's Foundation. The funds would be utilized for the Art Club Afterschool Program at Glendale Elementary School.

4. Sebastian River High School received a donation in the amount of \$5,000 from the Sebastian River High School Band Boosters, Inc. The funds would be used to benefit the Sebastian River High School Chorus Program.

Superintendent recommended approval.

VII. ACTION AGENDA

**A. Public Hearing for Adoption of New, Revised, and Repealed District School Board Policies – Dr. Rendell**

On January 10, 2017, the Board moved approval to set a Public Hearing date to adopt new, revised, and repealed District School Board Policies. The purpose of the revisions, new policies, and repealed policies was to comply with changes in State and Federal Legislative action during the 2016 Legislative Session, as well as current practice. The policy change process was followed in accordance with Florida Statutes, under Florida Administrative Procedures Act, Chapter 120 Rulemaking; and School Board Policy 0131. The proposed policies were attached. Superintendent recommended approval.

**Public Hearing**

Chairman Searcy asked the Superintendent if the Public Hearing was properly advertised in accordance with State Statutes. Dr. Rendell said, "Yes, I have." Chairman Searcy recessed the meeting to conduct the Public Hearing.

Chairman Searcy announced that the Public Hearing was in session. He asked Dr. Rendell if there were any written responses to be read. Dr. Rendell said, "No, Sir, we have not received any written responses." The public was invited to address this issue.

Hearing no requests to speak, Chairman Searcy announced that the Public Hearing was conducted pursuant to notice and that ample opportunity to address this issue was provided to all. The Board meeting was reconvened.

Chairman Searcy called for a motion. Mr. Frost moved approval of the adoption of new, revised, and repealed District School Board Policies. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**B. Approval to Remove Afternoon Discussion Sessions from the District School Board's Meeting Calendar – Mrs. Simchick**

At the Business Meeting held 1/24/2017, Board Members discussed holding Board discussion during the regularly scheduled Business Meetings, rather than holding afternoon Discussion Sessions on the second Tuesday of the month at 1:00 p.m. The purpose of this action was to be more transparent to the community, teachers, and parents.

Mrs. Simchick spoke to her agenda item. Chairman Searcy called for a motion. Mr. Frost moved approval to remove the afternoon Discussion Sessions from the District School Board's meeting Calendar. Mrs. Zorc seconded the motion.

Mrs. D'Agresta stated that this item did not require a recommendation from the Superintendent. Board Members discussed the motion. The Board voted in favor of the motion, with a 4-1 vote. Mrs. Simchick, Mrs. Zorc, Mr. Frost, and Chairman Searcy voted in favor of the motion. Mrs. Justice voted against the motion.

**C. Approval of 2017 District Summer School Programs – Mrs. Dampier**

The 2017 District Summer School Program schedule highlights summer programs and includes site information and funding sources for each program. Title I, State reading allocation budget, community partnership grants, the Early Learning Coalition, and School District's general budget make up the funding sources. The estimated total for all summer programs was \$1,256,793.74 pending actual costs. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Justice moved approval of the 2017 District Summer School Program. Mrs. Zorc seconded the motion and it carried with a 5-0 vote.

**D. Approval of The Education Foundation of Indian River County's Donations to Support the 2017 STEP into Kindergarten Summer Program - Mrs. Dampier**

The Education Foundation of Indian River County had been awarded a grant of \$130,00.00 from Indian River County (Children Services Advisory Committee) to support the 2017 SDIRC STEP into Kindergarten program. The Education Foundation of Indian River County would reimburse the School District for actual expenses related to this program up to the amount of \$130,000.00. In addition, The Education Foundation of Indian River County had been awarded a grant of \$30,000.00 from the United Way of Indian River County to support the 2017 School District's STEP into Kindergarten program. Collaborative efforts between the School District's Title I Department and Education Foundation's donations would enable the 2017 STEP into Kindergarten Summer Transition program to serve up to 210 students who would be entering Kindergarten in August 2017. The funds from The Education Foundation of Indian River County to support this program totaled \$160,000.00. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Justice moved approval of the Education Foundation of Indian River County's Donations to Support the 2017 STEP into Kindergarten Summer Program. Mrs. Simchick seconded the motion and it carried unanimously, with a 5-0 vote.

**E. Approval to Purchase Leveled Libraries for Each Classroom at Dodgertown Elementary School – Mrs. Dampier**

Dodgertown planned to utilize the additional lowest 300 budget to provide resources to support guided reading in classrooms. Leveled reading libraries for each classroom contained a variety of reading levels in high-quality children's literature. The total cost of \$100,000 supported classroom leveled libraries (over 600 books per classroom), additional leveled take home materials, and extended learning kits. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval to purchase Leveled Libraries for each classroom at Dodgertown Elementary School. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**F. Approval to Purchase Leveled Literacy Intervention Kits to be Used by Vero Beach Elementary School – Mrs. Dampier**

Vero Beach Elementary School's plan was to utilize a portion of the additional lowest 300 budget to provide one more Leveled Literacy Intervention Kit. Leveled Literacy Intervention was a supplementary instructional system designed to reduce the gap between struggling students' current instructional reading levels and their expected instructional reading levels within grades K–2. LLI supported students who needed intensive support to achieve grade-level competency and who were not receiving another supplementary intervention. Vero Beach Elementary School planned to use these research-based programs during their extra hour of intensive literacy instruction. Vero Beach Elementary School purchased \$55,587.60 for two kits per grade level for K-5 after School Board approval on August 11, 2016, and planned to purchase one additional 1<sup>st</sup> grade kit to support interventions for 1<sup>st</sup> and 2<sup>nd</sup> grade RTi intervention groups. This additional cost was \$2,855 for a total of \$58,442.60 for the school year 2016-2017. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval to purchase Leveled Literacy Intervention Kits to be used by Vero Beach Elementary School. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**G. Approval to Award RFQ #07-0-2017JC to Pre-Qualify Multiple Contractors for Participation in Hard Bid Construction Projects Expected to Exceed \$300,000 - Mr. Morrison**

A Request for Qualifications (RFQ) was promulgated for the pre-qualification of construction contractors for projects expected to exceed \$300,000. The purpose of this RFQ was to pre-qualify multiple contractors for participation in hard bid projects that exceeded \$300,000. All pre-qualified Contractors would be certified to participate in hard bid projects that they had appropriate licensing, bonding capacity, surety rating, insurance certification, and experience. Additionally, pre-qualified contractors must submit verification that they were free of any unresolved litigation. The term of this certification was from February 14, 2017, through February 13, 2018. Certification would be renewed annually upon verification of SREF required documentation. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to award RFQ #07-0-2017JC to pre-qualify multiple contractors for participation in hard bid construction projects that were expected to exceed \$300,000. Mrs. Justice seconded the motion. Mr. Morrison stated that the cost would be included in the 2017-2018 fiscal year. Mr. Carver spoke to questions on the rating method and process. Board Members voted unanimously in favor of the motion, with a 5-0 vote.

**H. Approval to Award RFQ #02-0-2017/JC to Multiple Firms for Mechanical Engineering Services - Mr. Morrison**

The Facilities, Planning and Construction Department requested that a Request for Qualifications (RFQ) be promulgated for professional mechanical engineering services. The purpose of this Request for Qualifications (RFQ) was to select a minimum of three firms to provide services for HVAC, Electrical, and Plumbing (MEP) District wide on an as-needed basis pursuant to School Board Policy 6330, The Florida Consultant's Competitive Negotiation Act (CCNA) F.S. 287-055, Florida Statutes Chapter 1013, and Florida Administrative Code Rule 6A-2.0010. The annual financial impact, as estimated by our Facilities and Planning Department, was \$250,000. The Facilities Department would assign projects to the awarded firms on a rotating or best fit selection. The contract period of this RFQ was February 15, 2017, through February 13, 2018, and may, by mutual agreement between the Board and the awardees, be renewable for two additional, one year periods. It was recommended that this RFQ be awarded to TLC Engineering for Architecture, Inc.; Johnson, Levinson, Ragan, Davila, Inc.; SGM Engineering, Inc.; BRPH, OCI Associates, Inc.; and Graef-USA Inc. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to award RFQ #02-0-2017/JC to multiple firms for mechanical engineering services. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.



**I. Approval of Continuing Service Contracts for Mechanical Engineering Services (RFQ# 02.0.2017JC) – Mr. Morrison**

Approval was recommended for Continuing Mechanical Engineering Service Agreements between the School Board of Indian River County and the following six (6) firms:

- BRPH
- Graef-USA Inc.
- Johnson, Levinson, Ragan, Davila, Inc.
- OCI Associates, Inc.
- SGM Engineering, Inc.
- TLC Engineering for Architecture, Inc.

The Continuing Services Agreements would provide Professional Mechanical Engineering Services for HVAC, Mechanical and Plumbing (MEP) District wide on an as-needed basis. Projects would be assigned on a rotational or best fit selection. Cost for each project would be negotiated, and would be in accordance with the billing rates referenced in "Exhibit B" of this Agreement. The contract period was February 15, 2017, through February 14, 2018, and may, by mutual agreement between the Board and the awardees, be renewable for two additional, one-year periods. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval of the continuing services contracts for mechanical engineering services (RFQ# 02.0.2017JC). Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**J. Approval to Increase Purchase Order Authority for Specific Vendors for Routine Recurring Products and/or Services - Mr. Morrison**

The School Board at its regularly scheduled Business Meeting on June 28, 2016, Action Item E, approved the Superintendent's request for purchase order authority for various vendors that the School District procures routine products and/or services. The Superintendent requested an increase in purchase order authority for the following vendors only that were previously approved: 1<sup>st</sup> Fire and Security, Inc., EE&G Environmental Services, CDW Government LLC, Indian County River Sheriff, and Integrity Lawns. The line item justification for this request by vendor was included on the back up for this item. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to increase purchase order authority for specific vendors for routine recurring products and/or services. Mrs. Justice seconded the motion. Dr. Rendell talked about the services provided by EE&G Environmental Services. Mr. Morrison stated that the incidents were reported to the District's insurance company and to FEMA, when appropriate. He said that FEMA was still working on the Wilma and Jean Hurricane claims.

Dr. Rendell said that he would follow up on the suggestion from the Board to request a portion of the tax proceeds received from events sponsored by the School District; i.e., sports playoffs. Dr. Rendell stated that a big portion of the sports playoff ticket revenues go to FHSAA. He said that it was his personal experience that the proceeds result in a wash. With no further discussion, the Board voted unanimously in favor of the motion, with a 5-0 vote.

**K. Approval to Purchase Food Service Equipment Referencing the Palm Beach County Schools Bid #14C-43L – Mr. Morrison**

This agenda item was a request for the Board to grant the authority to the Superintendent to issue purchase orders for the purchase of Food Service equipment to replace aging equipment districtwide. Items include, but were not limited to, reach-in coolers, serving lines, ovens, steamers, and warming cabinets. The estimated financial impact to the Food and Nutrition Services Department was approximately \$500,000. The funding for these purchases would be from the Food Services fund. Pricing is per the Palm Beach County Schools Bid #14C-43L. The awarded vendors of this contract were: Advance Case Parts, Inc., General Hotel & Restaurant Supply Corp., JBM Repairs, Inc., Milo Food Service Equipment Dist. Inc., and Southeast Florida Parts, Inc., d/b/a Johnstone Supply. This contract expired October 30, 2017. Please see attached backup. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval to purchase food service equipment referencing the Palm Beach County Schools Bid #14C-43L. Mrs. Simchick seconded the motion. Mr. Morrison said to expect a budget amendment to cover the full cost of this purchase. Dr. Fritz said that the expense would be paid from the Food Service fund balance that contained funds exceeding the required budget reserves to replace aging cafeteria equipment in schools. Mr. Carver answered questions on surplus equipment. The Board voted unanimously in favor of the motion, with a 5-0 vote.

**L. Approval to Renew RFP #2016-12 for Low Voltage Contractors - Mr. Morrison**

Pursuant to the terms and conditions of RFP #2016-12, the Purchasing Department requested approval to renew this RFP for one year and to issue purchase orders under this RFP not to exceed \$400,000. On February 23, 2016, the Board approved the award of Complete Electric, Inc.; Gerelcom, Inc.; and Universal Cabling Systems, Inc., to provide services for the installation and repair of voice, data, electronic safety, security, audio, and video infrastructure. Projects less than \$5,000 may be awarded on a rotational or best fit basis. For projects greater than \$5,000, all awarded vendors would be invited to provide a formal quote and award would be made to the lowest bidder. This new contract period would be from February 24, 2017, through February 23, 2018. All pricing, specifications, terms, and conditions would remain the same. Please see attached copies of the renewal contracts. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval to renew RFP #2016-12 for low voltage contractors. Mr. Frost seconded the motion. Mr. Carver stated that this was a three, one-year renewable contract. Mr. Green said that the scope of services exceeded the expertise of District staff. The Board voted unanimously in favor of the motion, with a 5-0 vote.

**M. Approval to Renew RFP #2015-12 for Programming, Service and Repair of Andover BAS Systems with Delta Automation, Inc., as the Primary Vendor and MC2, Inc., as the Secondary Vendor - Mr. Morrison**

Pursuant to the terms and conditions of RFP #2015-12, the Purchasing Department requested approval to renew this RFP for one final year and to issue purchase orders under this RFP not to exceed \$80,000. On February 10, 2015, the Board awarded Delta Automation, Inc., as primary award and MC2, Inc., as secondary award for programming and repair services of the Andover building automation systems. On January 26, 2016, the Board approved the first renewal from February 11, 2016, through February 10, 2017. This new contract period would be from February 15, 2017, through February 10, 2018. All pricing, specifications, terms, and conditions would remain the same. Please see attached copies of the renewal contracts. Superintendent recommended approval.

Chairman Searcy called for a motion. Mr. Frost moved approval to renew RFP #2015-12 for programming, service and repair of Andover BAS Systems with Delta Automation, Inc., as the primary vendor and MC2, Inc., as the secondary vendor. Mrs. Simchick seconded the motion. Mr. Morrison said that it was less expensive to repair the Andover System, than to do a full replacement to the new Johnson system. The Board voted unanimously in favor of the motion, with a 5-0 vote.

**N. Approval of Continuing Services Contracts for Architectural Services (RFQ# 2017-01) – Mr. Morrison**

Approval was recommended for Continuing Architectural Services Agreements between the School Board of Indian River County and the following four (4) firms:

- Donadio & Associates, Architects, P.A
- Edlund Dritenbas Binkley Architects & Associates
- Harvard Jolly Architecture
- Song + Associates, Inc.

On December 13, 2016, the School Board approved the template for the Agreement for Continuing Services Contracts for Architectural and Engineering Services. These Continuing Services Agreements were for the performance of Professional Architectural Services consisting of design development, construction documents, permitting services, bidding, construction administration, and other related services District wide on an as-needed basis. Projects would be assigned on a rotational or best fit selection. Cost for each project would be negotiated and would be in accordance with the billing rates referenced in "Exhibit B" of the Agreements.

Award of RFQ# 2017-01 was School Board approved on July 26, 2016. The contract period was February 15, 2017, through July 26, 2017, and may, by mutual agreement between the Board and the awardees, be renewable for two additional, one-year periods. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of the continuing services contracts for Architectural Services (RFQ# 2017-01). Mr. Frost seconded the motion. It was suggested that it would be best practice to document why a contractor was chosen from the list for each job. Dr. Rendell said that they could add that as part of the selection process. The Board voted unanimously in favor of the motion with a 5-0 vote.

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

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

Chairman Searcy called for a motion. Mr. Frost moved approval of the Florida Department of Education, Office of Educational Facilities, Florida Inventory of School Houses (FISH) Certification of Facilities Data. Mrs. Justice seconded the motion and it carried unanimously, with a 5-0 vote.

**P. Approval of Contract with AT&T for Internet Service – Mr. Green**

This request was to grant the authority for the Superintendent to contract with AT&T to provide internet service to the School District. This new service would work in conjunction with the District's existing internet provider and would provide an additional 1 Gb (1000 Mb) of internet access speed. The additional service would also provide a level of redundancy in the event of an outage with our current provider. Attached was the master agreement, pricing schedule, non E-rate confirmation page, and the service quote. The cost impact was \$2,749.00 per month, not including Federal Access Fees. The initial term of the contract was 24 months, with a total estimated cost of \$69,126.00. Superintendent recommended approval.

Chairman Searcy called for a motion. Mrs. Simchick moved approval of a contract with AT&T for internet services. Mr. Frost seconded the motion and it carried unanimously, with a 5-0 vote.

VIII. SUPERINTENDENT'S REPORT

Dr. Rendell reported on the construction progress of Phase II Citrus Bowl Project and Beachland Project. He also gave an update on the process that would be used to comply with the State School Choice Legislation. Board Member noted that he had heard that there was a \$500.00 scholarship to help parents who could not afford transportation costs. Mrs. Dampier said she would research that option.

~~BREAK~~

Chairman Searcy called for a break at 8:14 and reconvened the meeting at 8:20 p.m.

IX. DISCUSSION

**A. Student Safety – Mrs. Zorc**

Board Members discussed the communication of information regarding the potential safety issue that occurred at the middle school to ensure that students and teachers were safe; and steps the District took before the student was permitted to return to school. Dr. Rendell reported on the steps taken to keep parents and teachers informed. Dr. Torres-Martinez explained the Code of Conduct and Administrative Procedures that included an investigation and a safety plan. Mrs. D'Agresta said that the sharing of information was restricted due to federal and state laws. Board Members talked about their confidence in the District and in law enforcement to ensure the safety of all teachers and students.

**B. Vero Beach High School – Mrs. Zorc**

Board Members discussed a land exchange proposal from the Indian River County, Board of County Commissioners' Office, regarding property located adjacent to Vero Beach High School (currently being rented by the County for baseball fields) in exchange for School District property in the south county. Dr. Rendell stated that the School District did not have a need for the ballfield property. He also said that the Vero Beach property would be expensive to maintain; no maintenance expenses for the south county property; and the south county property was a potential site for a school. After discussing the issue at length, Board Members indicated that they were not interested in pursuing the exchange of property.

**C. Listening Tour – Mrs. Justice**

Board Members discussed the suggestion for the entire Board to meet with community groups at their locations to listen to their concerns. Board Members suggested inviting community groups to meet with the Board in the TEC. Chairman Searcy told Board Members to let Ms. Stang know if they had further information to share on this topic.

**D. Meeting Protocol – Chairman Searcy**

Board Members discussed the possibility of Board Members responding to citizen input and inviting community members to speak to Action items before the Board voted. Mrs. D'Agresta said that she would work on a "draft" revision to the bylaws for the Board to consider.

**E. Response to Newspaper Articles – Mrs. Simchick**

Mrs. D'Agresta informed the Board that they had the right to provide correct information to the newspapers in response to articles that were published and to ask them to publish it. She also talked about action the Board could take, if it was proven that there was malicious intent. Chairman Searcy said that direction was clear to the Superintendent.

**F. School Start Time Committee – Mrs. Justice**

Mrs. Justice reported on the progress made by the Committee. She said that a link would be available on the website. Dr. Rendell stated that more dialog was needed before a recommendation would come from the Committee.

**X. SCHOOL BOARD MEMBER MATTERS**

Mrs. Justice said, "Happy Valentine's Day".

Mrs. Simchick talked about the progress made by past Boards and progress made by the current Board and with the community.

Mrs. Zorc said, "Happy Valentine's Day". She said that she appreciated staff's time.

Mr. Frost reported on the Metropolitan Planning Organization meeting. He was nominated as Vice Chairman. Mr. Frost reported on legislative bills under discussion in Tallahassee.

Chairman Searcy reported on the Secondary Science Awards night. He wished everyone a Happy Valentine's Day.

**XI. INFORMATION AGENDA**

No information items

**XII. SUPERINTENDENT'S CLOSING**

Dr. Rendell reported on the activities during Literacy Week, Science Fair Awards, and volunteer judges.

**XIII. ADJOURNMENT – Chairman Searcy**

Meeting adjourned at approximately 10:21 p.m.

CONSENT AGENDA 2/28/17

**Personnel Recommendations**

1. Instructional Changes  
**Nathaniel, Joe – SRHS, reinstatement to ISS Teacher 3/2/17**
2. Instructional Leaves  
Barnes, Whitney – SRHS, 3/27/17-5/26/17
3. Instructional Promotions
4. Instructional Transfers
5. Instructional Separations  
Morton, Jacob – VBHS, resignation 5/26/17  
Probst, Ellen – Osceola Magnet, retirement 3/1/17, pending FRS attestation  
**Williams, Barbara J. – VBE, resignation 2/23/17**
6. Instructional Employment  
**Sieusankar, Troy – VBE, STEM Interventionist, sunset position, pending background clearance**  
Throckmorton, Rachel – VBE, 3<sup>rd</sup> Grade Teacher 3/2/17
7. Support Staff Changes  
Koekoek, David – Physical Plant, change start date from 2/15/17 to 3/1/17
8. Support Staff Leaves  
**Almanza, Maria – SRHS, 2/23/17-3/24/17**  
Frazier, Ruby – Transportation, 2/17/17-4/3/17
9. Support Staff Promotions  
Brothers, Jillian – from SRMS Food Service Worker to Fellsmere Head Custodian **2/28/17-2/21/17**
10. Support Staff Transfers
11. Support Staff Separations  
**Barth, Kathy – VBHS, retirement 5/24/16, pending FRS attestation**  
Burns, Carol – Rosewood Magnet, retirement, entering DROP 5/1/17  
Moses, Cindy – SRMS, resignation 2/24/17  
Pike, Cynthia – SRHS, retirement, entering DROP 2/1/17
12. Support Staff Employment  
**Goodson, Donna – VBHS, ESE Teacher Assistant 3/1/17**  
**Howell, Kristen – VBHS, Secretary 1, 11 month position 3/1/17**  
Lane, Leah – Oslo Middle, Food Service Cook-Baker 3/1/17
13. Administrative Separations
14. Administrative Employment
15. Administrative Leaves

16. Approval of Placement in Instructional Substitute Pool  
Miller, Patricia – Substitute Teacher 3/1/17  
Poisson, Eric – Substitute Teacher 3/1/17  
Sims, Cindy – Substitute Teacher 3/1/17
17. Approval of Placement in Support Staff Substitute Pool  
**Hawkins, Carole – Substitute Teacher Assistant 3/1/17**



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

### **Services Agreement**

**The School Board of Indian River County, Florida**, 6500 57<sup>th</sup> Street, Vero Beach, Florida 32967, ("**School Board**") does hereby retain the services of Skate Solutions Inc. aka Skate Factory, with an address of 485 27<sup>th</sup> Ave SW, Vero Beach, Florida 32968, (hereinafter called "**Contractor**") to furnish the services in accordance with the following terms and conditions:

1. **Description of Services.** **Contractor** shall perform the following services:
  - A. Provide transportation to and from the schools for the Extended Day Program and provide skates for skating on Early Release Days during the school year, beginning March 1, 2017 through February 28, 2018.
  - B. Provide transportation to and from the Extended Day Program Summer Camps and provide skates for weekly skating during summer camp from May to August 2017.

Said services shall be completed to the satisfaction of the Extended Day Program Supervisor.

The **Contractor** will independently perform all services specified above, except as provided otherwise herein. In the event **Contractor** requires the services of other **Contractors**, an amendment to this agreement listing the names, addresses and anticipated amounts to be paid to additional **Contractors** will be required.

2. **Location of Services.** Performance of services cited above will be conducted at Extended Day Program Elementary Schools on Early Release Days, and Extended Day Program Summer Camps to students who will be transported from their site to Skate Factory located at 485 27<sup>th</sup> Ave, Vero Beach, FL 32968 and returned back to their original school site.
3. **Term.** The term of this agreement shall be from the date last signed by both parties until January 31, 2016, unless terminated as provided herein, or extended by supplement to this agreement.
4. **Termination.** The **School Board**, or designee, may terminate this agreement immediately, in its sole discretion. In the event of termination, the **Contractor** shall be paid for services performed and completed under this agreement up to the date of termination only.
5. **Compensation and Payment.** Based on the completion of services described in paragraph 1 above, the **Contractor** shall receive payment as listed below. **School Board's** payment will be made pursuant to the provisions of the Local Government Prompt Payment Act after receipt of **Contractor's** invoice and completion of services. The Local Government Prompt Payment Act requires the **School Board** to pay a correct and undisputed invoice within 45 days of the **School Board's** Accounts Payable Department's receipt of said invoice. **The School Board shall incur no obligation for payment until issuance of a purchase order to Contractor.**
  - A. During Early Release Days, the student is responsible to pay \$6.00 per trip for skating.
  - B. During Summer Camp, the Extended Day Program will pay \$6.00 per child, per trip to the Skate Factory, which is included as part of the weekly tuition fee for Summer Camp. There is no cost to the School District of Indian River County.

No other fees or expenses are authorized.

6. **Independent Contractor.** The **Contractor** certifies that it is an independent **Contractor** and shall not employ, contract with, or otherwise use the services of any officer or employee of the **School Board**. The **Contractor** certifies that its owner, officers, directors or agents, or members of their immediate family, do not have an employee relationship or other material interest with the **School Board**.

7. Skate Factory will provide the recommended insurance requirements to the Extended Day Program which is listed below and Risk Management will receive a copy of it. The **Contractor** agrees to

indemnify and save harmless the **School Board**, its officers, agents and employees from and against any and all claims and liabilities (including expenses) for injury or death of persons or damage to any property which may result, in whole or in part, from any act or omission on the part of the **Contractor**, its agents, employees, or representatives, or arising from any **Contractor** furnished good or service, except to the extent that such damage is due solely and directly to the negligence of the **School Board**. The **Contractor** will carry and maintain as a minimum the following coverage from insurance carriers that maintain a rating of "A-" or better and a financial size category of "VI" or higher according to the A. M. Best Company: (a) general liability (b) automobile and (c) workers' compensation where applicable, in the minimum amounts required by the Risk Management Department of the **School Board**. The **Contractor** will provide before commencement of work, and attach to this agreement, certificates evidencing such coverage. The **School Board** reserves the right to be named as an additional insured or to reject such coverage and terminate this agreement if coverage is determined to be inadequate or insufficient.

(A) Commercial General Liability. Commercial general liability coverage which includes broad form commercial general liability, including premises and operation, products and complete operations, personal injury, fire damage (minimum \$100,000) for limits of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 per general aggregate. This policy will include the **School Board** as an additional insured.

(B) Automobile Liability Insurance. The automobile liability insurance coverage shall include coverage for business automobile liability with limits not less than \$1,000,000.00 combined single limit or \$1,000,000.00 per person/ \$1,000,000.00 per accident bodily injury, and \$1,000,000.00 per accident property damage. Coverage must include all owned, non-owned and hired vehicles. The policy will include the **School Board** as an additional insured.

(C) Workers' Compensation Insurance. The workers' compensation insurance will be maintained as required by applicable Florida law.

8. **Laws and Regulations.** This agreement, and all extensions, supplements and modifications thereto, and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the state of Florida. Any legal disputes, legal proceedings or actions arising out of or in connection with this agreement shall be brought in the state courts of Indian River County, Florida. The parties shall not violate the code of ethics for public officers and employees, chapter 112, Florida Statutes.

9. **Background Check.** The **Contractor** agrees to comply with all requirements of sections 1012.32 and 1012.465, Florida Statutes, and, except as provided in sections 1012.467 or 1012.468 and consistent with District policy, all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes and the **School Board**, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentation of a previously issued badge shall occur in advance of the **Contractor** or its personnel providing any services under the conditions described in the previous sentence. The **Contractor** shall bear the cost of acquiring the background screening required by section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the **Contractor** and its personnel. The Contractor's employees and subcontractors shall display the issued uniform statewide identification badge at all times while on School Board property. The parties agree that the failure of the **Contractor** to perform any of the duties described in this section shall constitute a material breach of this agreement entitling the **School Board** to terminate immediately with no further responsibilities or duties to perform under this agreement. The **Contractor** agrees to indemnify and hold harmless the **School Board**, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from **Contractor's** failure to comply with requirements of this section or with sections 1012.32 and 1012.465, Florida Statutes.

10. **Assignability.** This contract is for the personal services of the **Contractor** and may not be assigned by the **Contractor** in any fashion, whether by operation of law, or by conveyance of any type, including

without limitation, transfer of stock in **Contractor**, without the prior written consent of the **School Board** which consent the **School Board** may withhold in its sole discretion.

11. **Conduct While on School Property.** The **Contractor** acknowledges that its employees and agents will behave in an appropriate manner while on the premises of any school facility and shall at all times conduct themselves in a manner consistent with **School Board** policies and within the discretion of the premises administrator (or designee). It is a breach of this agreement for any agent or employee of the **Contractor** to behave in a manner which is inconsistent with good conduct or decorum or to behave in any manner that will disrupt the educational program or constitute any level of threat to the safety, health, and well being of any student or employee of the **School Board**. The **Contractor** agrees to immediately remove any agent or employee if directed to do so by the premises administrator or designee.

12. **No Taxes.** The **School Board** is not obligated and does not agree to pay any federal, state, or local tax as a result of this agreement. The only exemption regarding payment of taxes shall be for situations that involve re-sale of product to the public for the purpose of fund-raising.

13. **Public Records.** This agreement is subject to and governed by the laws of the state of Florida, including without limitation Chapter 119, Florida Statutes, which generally make public all records or other writings made or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes. The Contractor shall keep and maintain public records, as that phrase is defined in the Florida Public Records Act that would be required to be kept and maintained by the School Board in order to perform the scope of services. The Contractor shall provide public access to the public records on the same terms and conditions that the School Board would provide the records and at a cost that does not exceed the cost allowed by law. The Contractor shall not disclose public records that are exempt or confidential and exempt from public records disclosure unless specifically authorized by law. The Contractor shall comply with all requirements for retaining public records and shall transfer, at no cost to the School Board, all public records in the possession of the Contractor upon termination or expiration of this Agreement. The Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. All public records stored electronically must be provided to the School Board in a format that is compatible with the information technology systems of the School Board. Notwithstanding any other provision of this Agreement to the contrary, failure to comply with this requirement shall result in the immediate termination of the Agreement, without penalty to the School Board. Further, the Contractor shall fully indemnify and hold harmless the School Board, its officers, agents and employees from any liability and/or damages, including attorney's fees through any appeals, resulting from the Contractor's failure to comply with these requirements.

14. **No Waiver.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable.

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

16. **Standards.** Skate Factory will ensure their bus is inspected by an approved DOT Inspection Company once a year and meets all of the School District's standards for providing transportation to students upon each Contract renewal date. A copy of the FMCSA Annual Vehicle Inspection Label and Annual Vehicle Inspection Report will be submitted to the Extended Day Program prior to the first day of Services.

A. Vehicle Standards. Skate Factory will transport students in their inspected bus and follow all School District guidelines for student capacity and procedures.

B. Driver Standards. The driver for Skate Factory will hold a CDL license for transporting students and adults. A copy of the driver's CDL license will be submitted to the Extended Day Program prior to the first day of Services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last set forth below.

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

By: \_\_\_\_\_  
Print Name: Charles G. Searcy  
Title: Chairman, School Board of Indian River County

Date: \_\_\_\_\_

**ATTEST (WITNESS):**

By: \_\_\_\_\_  
Print Name: Mark Rendell  
Title: Superintendent, School District of Indianriver County

Date: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Print Name: Tim Hunter  
Title: Vice President, Skate Town Inc.

Date: \_\_\_\_\_

**ATTEST (WITNESS):**

By: \_\_\_\_\_  
Print Name: Barbara Musselwhite  
Title: Extended Day Program Supervisor

Date: \_\_\_\_\_

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page 1

REPORT NUMBER	FLEET UNIT NUMBER
DATE	1-19-17

MOTOR CARRIER OPERATOR <b>Skate Factory</b>	INSPECTOR'S NAME (PRINT OR TYPE) <b>Frankdy Septem bre</b>
ADDRESS <b>4185 27th Ave SW</b>	THIS INSPECTOR MEETS THE QUALIFICATION REQUIREMENTS IN SECTION 398.19. <input checked="" type="checkbox"/> YES
CITY, STATE, ZIP CODE <b>West Branch FL 32908</b>	VEHICLE IDENTIFICATION (VIN) AND COMPLETE <input type="checkbox"/> LIC. PLATE NO. <input type="checkbox"/> VIN <input type="checkbox"/> OTHER
VEHICLE TYPE <input type="checkbox"/> TRACTOR <input type="checkbox"/> TRAILER <input checked="" type="checkbox"/> TRUCK <input type="checkbox"/> (OTHER)	INSPECTION AGENCY/LOCATION (OPTIONAL) <b>Bechtel International Trucks Inc</b>

VEHICLE COMPONENTS INSPECTED			
OK	NEEDS REPAIR	REPAIRED DATE	ITEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>		1. BRAKE SYSTEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Service Brakes
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Parking Brake System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Brake Drums or Rotors
<input checked="" type="checkbox"/>	<input type="checkbox"/>		d. Brake Hose
<input checked="" type="checkbox"/>	<input type="checkbox"/>		e. Brake Tubing
<input checked="" type="checkbox"/>	<input type="checkbox"/>		f. Low Pressure Warning Device
<input checked="" type="checkbox"/>	<input type="checkbox"/>		g. Tractor Protection Valve
<input checked="" type="checkbox"/>	<input type="checkbox"/>		h. Air Compressor
<input checked="" type="checkbox"/>	<input type="checkbox"/>		i. Electric Brakes
<input checked="" type="checkbox"/>	<input type="checkbox"/>		j. Hydraulic Brakes
<input checked="" type="checkbox"/>	<input type="checkbox"/>		k. Vacuum Systems
<input checked="" type="checkbox"/>	<input type="checkbox"/>		2. COUPLING DEVICES
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Fifth Wheels
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Pintle Hooks
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Drawbar/Towbar Eye
<input checked="" type="checkbox"/>	<input type="checkbox"/>		d. Drawbar/Towbar Tongue
<input checked="" type="checkbox"/>	<input type="checkbox"/>		e. Safety Devices
<input checked="" type="checkbox"/>	<input type="checkbox"/>		f. Saddle-Mounts
<input checked="" type="checkbox"/>	<input type="checkbox"/>		3. EXHAUST SYSTEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Any exhaust system determined to be leaking at a point forward of or directly below the driver/sleeper compartment.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. A bus exhaust system leaking or discharging to the atmosphere in violation of standards (1), (2) or (3).
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. No part of the exhaust system of any motor vehicle shall be so located as would be likely to result in burning, charring, or damaging the electrical wiring, the fuel supply, or any combustible part of the motor vehicle.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		4. FUEL SYSTEM
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Visible leak
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Fuel tank filler cap missing
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Fuel tank securely attached
<input checked="" type="checkbox"/>	<input type="checkbox"/>		5. LIGHTING DEVICES
<input checked="" type="checkbox"/>	<input type="checkbox"/>		All lighting devices and reflectors required by Section 393 shall be operable.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		6. SAFE LOADING
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Part(s) of vehicle or condition of loading such that the spare tire or any part of the load or dunnage can fall onto the roadway.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Protection against shifting cargo
<input checked="" type="checkbox"/>	<input type="checkbox"/>		7. STEERING MECHANISM
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Steering Wheel Free Play
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Steering Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Front Axle Beam and All Steering Components Other Than Steering Column
<input checked="" type="checkbox"/>	<input type="checkbox"/>		d. Steering Gear Box
<input checked="" type="checkbox"/>	<input type="checkbox"/>		e. Pitman Arm
<input checked="" type="checkbox"/>	<input type="checkbox"/>		f. Power Steering
<input checked="" type="checkbox"/>	<input type="checkbox"/>		g. Ball and Socket Joints
<input checked="" type="checkbox"/>	<input type="checkbox"/>		h. Tie Rods and Drag Links
<input checked="" type="checkbox"/>	<input type="checkbox"/>		i. Nuts
<input checked="" type="checkbox"/>	<input type="checkbox"/>		j. Steering System
<input checked="" type="checkbox"/>	<input type="checkbox"/>		8. SUSPENSION
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Any U-bolt(s), spring hanger(s), or other axle positioning part(s) cracked, broken, loose or missing resulting in shifting of an axle from its normal position.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Spring Assembly
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Torque, Radius or Tracking Components.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		9. FRAME
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Frame Members
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Tire and Wheel Clearance
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Adjustable Axle Assemblies (Sliding Subframes)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		10. TIRES
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Tires on any steering axle of a power unit.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. All other tires.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		11. WHEELS AND RIMS
<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. Lock or Side Ring
<input checked="" type="checkbox"/>	<input type="checkbox"/>		b. Wheels and Rims
<input checked="" type="checkbox"/>	<input type="checkbox"/>		c. Fasteners
<input checked="" type="checkbox"/>	<input type="checkbox"/>		d. Welds
<input checked="" type="checkbox"/>	<input type="checkbox"/>		12. WINDSHIELD GLAZING
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Requirements and exceptions as stated pertaining to any crack, discoloration or vision reducing matter (reference 393.60 for exceptions)
<input checked="" type="checkbox"/>	<input type="checkbox"/>		13. WINDSHIELD WIPERS
<input checked="" type="checkbox"/>	<input type="checkbox"/>		Any power unit that has an inoperative wiper, or missing or damaged parts that render it ineffective.
<input checked="" type="checkbox"/>	<input type="checkbox"/>		List any other condition which may prevent safe operation of this vehicle.

INSTRUCTIONS: MARK COLUMN ENTRIES TO VERIFY INSPECTION: ☒ OK ☒ NEEDS REPAIR ☒ NA IF ITEMS DO NOT APPLY REPAIRED DATE

CERTIFICATION: THIS VEHICLE HAS PASSED ALL THE INSPECTION ITEMS FOR THE ANNUAL VEHICLE INSPECTION REPORT IN ACCORDANCE WITH 49 CFR 396.





# CERTIFICATE OF LIABILITY INSURANCE

OP ID: CR

DATE (MM/DD/YYYY)

04/07/2016

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

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<b>PRODUCER</b> JBL Trinity Group, Ltd. 50 First Ave Atlantic Highlands, NJ 07716 Anthony Profaci		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> SKA-180	
		<b>FAX (A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b> Skate Solutions, Inc. dba Skate Factory of Vero Beach Kevin Carroll 485 27th Avenue SW Vero Beach, FL 32968		<b>INSURER A:</b> Houston Casualty Company	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		16-7004045	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ EXCLUDED
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS						PROPERTY DAMAGE (PER ACCIDENT) \$
	HIRED AUTOS						\$
	NON-OWNED AUTOS						\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
The Certificate Holder School Board of Indian River County, 6500 57th Street, Vero Beach, FL 32967, is named Additional Insured, A.T.I.M.A., with respects to Location: 485 27th Avenue, SW, Vero Beach FL 32968.

**CERTIFICATE HOLDER****CANCELLATION**

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

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TIME RECEIVED  
February 24, 2017 at 11:59:29 AM EST

REMOTE CSID

DURATION  
66

PAGES  
2

STATUS  
Received

Feb 24 2017 11:56AM HP Fax

page 1

PROGRESSIVE  
PO BOX 94739  
CLEVELAND, OH 44101

**PROGRESSIVE**  
COMMERCIAL

Named insured

SKATE SOLUTIONS INC  
485 27TH AVE S W  
VERO BEACH, FL 32968

**Policy number: 02542607-9**

Underwritten by:  
Progressive Express Ins Company  
January 4, 2017  
Policy Period: Feb 24, 2017 - Feb 24, 2018  
Page 1 of 2

**progressive.com**

**Online Service**

Make payments, check billing activity, print policy documents, or check the status of a claim.

**1-800-895-2886**

For customer service and claims service,  
24 hours a day, 7 days a week.

## Commercial Auto Insurance Coverage Summary

### This is your Renewal Declarations Page

This Renewal Declarations Page is effective only if the minimum amount due to renew your policy is received or postmarked by February 24, 2017.

Your coverage begins on February 24, 2017 at 12:01 a.m. This policy expires on February 24, 2018 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for an auto may not be combined with the limits for the same coverage on another auto, unless the policy contract allows the stacking of limits. The policy contract is form 6912 (06/10). The contract is modified by forms 2852FL (10/04), 1652FL (08/12), 4757FL (01/13), 1198 (01/04), 4852FL (10/04), 4881FL (01/13) and Z228 (01/11).

The named insured organization type is a corporation.

#### Outline of coverage

Description	Limits	Deductible	Premium
Liability To Others			\$1,188
Bodily Injury and Property Damage Liability	\$1,000,000 combined single limit		
Uninsured Motorist Non-Stacked	\$1,000,000 combined single limit		798
Basic Personal Injury Protection			21
Without Work Comp-Named Insured Only	\$10,000 each person	\$0	
Medical Payments	\$5,000 each person		14
<b>Subtotal policy premium</b>			<b>\$2,021</b>
Fees			20
<b>Total 12 month policy premium and fees</b>			<b>\$2,041</b>
Discount if paid in full			-185
<b>Total 12 month policy premium if paid in full</b>			<b>\$1,856</b>

#### Rated driver

1. KEVIN CARROLL

#### Auto coverage schedule

1. **1996 Intl 380**

VIN: 1HVBBAAN9TH386386

Garaging Zip Code: 32968

Radius: 50

Liability Premium	Liability	UM/UIM BI	PIP	Med Pay	Auto Total
	\$1,188	\$798	\$21	\$14	<b>\$2,021</b>

Policy number: 02542607-9  
SKATE SOLUTIONS INC  
Page 2 of 2

**Premium discount**

Policy

02542607-9

Business Experience

**Additional Insured information**

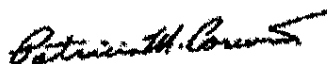
1. Additional Insured

SCHOOL BOARD OF  
6500 57TH ST VERO BEACH, FL 32967

**Agent signature**



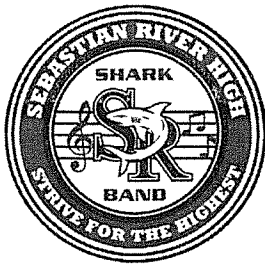
**Company officers**



Secretary

PGU.S01Y 014598 008 \* 008 002 < 0331 ^





## Sebastian River High School Bands

9001 Shark Boulevard  
Sebastian, FL 32958

**ASHBY GOLDSTEIN**  
DIRECTOR OF BANDS

**CHASE JONES**  
ASSOCIATE DIRECTOR

**DOUG MOSER**  
ASSOCIATE DIRECTOR

To: Superintendent's Leadership Council

The Sebastian River High School Winter Guard requesting permission to travel to Atlanta, GA and Dayton, OH to compete in the Winter Guard International regional and national competitions. Mr. Jeff Welsh, our color guard director, has coached groups that have placed in the top in the country 19 times! We are hopeful that our color guard will represent our school and district well at these events. All costs associate with both events will be covered by the SRHS Band Boosters.

Atlanta WGI Regional: Departing Friday March 3<sup>rd</sup>, Returning Sunday, March 5<sup>th</sup>, 2016

WGI Nationals: Departing Wednesday April 5<sup>th</sup>, Returning Sunday, April 9<sup>th</sup>, 2016

Sincerely,

Todd Racine  
Principal

Ashby Goldstein  
Director of Bands



SHARE



COLOR GUARD

PERCUSSION

WINDS

ABOUT WGI

2017 Calendar

World Championships

Scores

Current Entries

Color Guards

Education

Management

Judges

Circuit Partners



# CALENDAR



FEBRUARY 4



FEBRUARY 11



FEBRUARY 18-19



FEBRUARY 25

HOUSTON, TX  
ST LOUIS, MO  
TRUMBULL, CT

WAKESFIELD, GA  
KNOXVILLE, TN  
SYRACUSE, NY

DALLAS, TX  
INDIANAPOLIS, IN  
SALEM, MA  
TAMPA, FL  
TULSA, OK

MODESTO, CA  
NETHERLANDS  
OMAHA, NE  
PENSACOLA, FL  
INVERSIDE, CA  
SAN ANTONIO, TX  
SOUTH BRUNSWICK, NJ



MARCH 4



MARCH 11



MARCH 18



MARCH 25

ATLANTA, GA  
AUSTIN, TX  
NORFOLK, VA  
PITTSBURGH, PA

CHINO HILLS, CA  
DENVER, CO  
BENTON, IL  
PHOENIX, AZ

MID-ATLANTIC POWER REGIONAL  
CHARLOTTE, NC  
SOUTHWEST POWER REGIONAL  
BENTON, TX  
BAY POWER REGIONAL

MID-SOUTH POWER REGIONAL  
BOWLING GREEN, KY  
WEST POWER REGIONAL  
LAS VEGAS, NV  
EAST POWER REGIONAL

video ZONE

SHOP

TICKETS

WGI

**wgi**  
*Movement Series*  
INCLUDES WARM UP  
ACROSS THE FLOOR  
AND TECHNIQUE  
[SHOP NOW!](#)

**SQUARESPACE**  
**MAKE IT BEAUTIFUL**  
All you need to create a beautiful website.  
[START YOUR FREE TRIAL](#)

**SOUND LIBRARY**  
[sabian.com](#) **SABIAN**

**wgi**  
**GEAR UP FOR INDOOR!**  
WGI 100th Anniversary  
[SHOP NOW!](#)

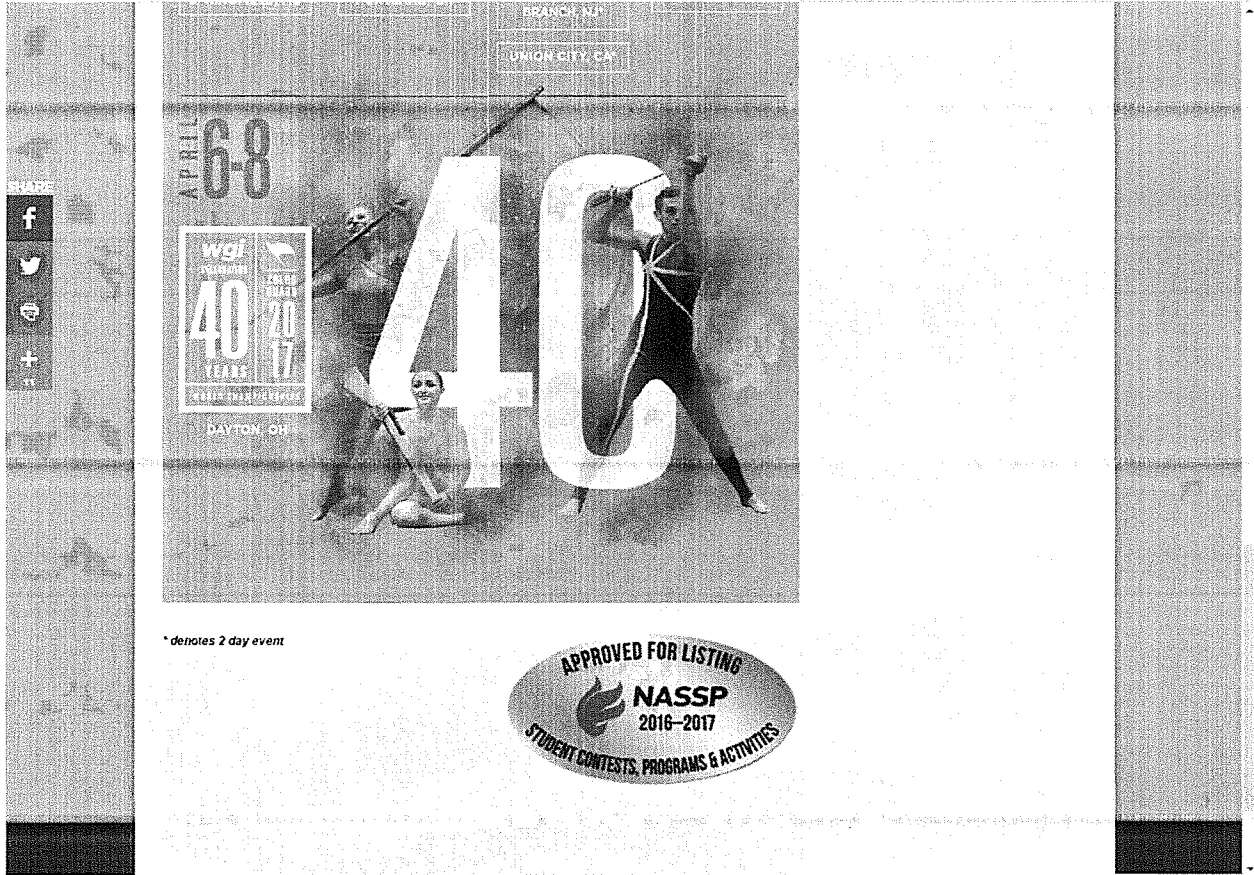
**Pearl ADAMS**  
THE BEST REASON TO PLAY DRUMS  
☆☆☆☆☆ [FIND OUT MORE!](#)

**wgi**  
**TOSS!**  
LEARN TOSSES ON ALL THREE PIECES OF EQUIPMENT  
[SHOP NOW!](#)

SHARE









700 Central Parkway, Stuart, Florida 34994  
Telephone: (772) 287-7650 Fax: (772) 287-1387

February 9, 2017

Oak Hill School  
8009 SW 14<sup>th</sup> Avenue  
Gainesville, FL 32607

RE: Indian River County School District  
Sebastian River High School Color Guard Rehearsal Stop on March 3, 2017

To Whom It May Concern:

As requested, attached is a certificate of insurance that confirms liability coverage for the Indian River County School District.

The school board is a member of the South Central Educational Risk Management Program (SCERMP) who is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28 (as it now is written as it may be amended by the legislature at future dates). Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the school district.

The school district is unable to list Oak Hill School as an additional insured due to the operation of F.S. 768.28 affecting sovereign immunity. Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should you have any questions, please do not hesitate to contact me.

Sincerely,  
Mary Sundeen  
Ascension Benefits & Insurance Solutions of Florida  
[msundeen@ascensionins.com](mailto:msundeen@ascensionins.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/9/2017

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<b>PRODUCER</b> Ascension Benefits & Insurance Solutions of Florida 700 Central Parkway  Stuart FL 34994	<b>CONTACT NAME:</b> Mary Sundeen <b>PHONE (A/C, No. Ext):</b> (772) 287-7650 <b>FAX (A/C, No):</b> (772) 287-1387 <b>E-MAIL ADDRESS:</b> msundeen@ascensionins.com
<b>INSURED</b> SCERMP - includes Glades, Hardee, Hendry Highlands, Indian River; Martin & St. Lucie County School Districts 700 Central Parkway Stuart FL 34994	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters @ Lloyds BRIT Syn 2987 INSURER B: Safety National Casualty INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES****CERTIFICATE NUMBER:** CL1662117281**REVISION NUMBER:**


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PK1017616 SIR: \$200K Per Claimant \$300K Per Occurrence As Per F.S. 768.28 \$500K All Other Liability	7/1/2016	7/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ Employee Benefits \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		PK1017616 SIR: \$200K Per Claimant \$300K Per Occurrence As Per F.S. 768.28 \$500K All Other Liability	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	SP4054782 SIR: \$1,000,000	7/1/2016	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ Included E.L. DISEASE - POLICY LIMIT \$

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

RE: Indian River County School District/Sebastian River HS's Color Guard Rehearsal Stop on March 3, 2017.

**CERTIFICATE HOLDER****CANCELLATION**

Oak Hill School 8009 SW 14th Avenue Gainesville, FL 32607	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  A FL House/SUMA2 
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700 Central Parkway, Stuart, Florida 34994  
Telephone: (772) 287-7650 Fax: (772) 287-1387

February 9, 2017

The City of Peachtree City  
151 Willowbend Road  
Peachtree City, GA 30290

RE: Indian River County School District  
Sebastian River High School Color Guard Rehearsal Stop on March 4, 2017

To Whom It May Concern:

As requested, attached is a certificate of insurance that confirms liability coverage for the Indian River County School District.

The school board is a member of the South Central Educational Risk Management Program (SCERMP) who is a qualified self-insurer in the State of Florida and granted immunity under Florida Statute 768.28 (as it now is written as it may be amended by the legislature at future dates). Liability is limited to \$200,000 per claimant, \$300,000 per claim or occurrence for negligent acts of the school district.

The school district is unable to list The City of Peachtree City as an additional insured due to the operation of F.S. 768.28 affecting sovereign immunity. Specifically, entities that are not themselves governmental entities cannot avail themselves the protections afforded through Florida law governing sovereign immunity. This self-insurance program is predicated upon the concept of sovereign immunity among its insureds. Therefore, entities that do not qualify for protection under this statute are not eligible to be an additional insured.

We appreciate your understanding and should you have any questions, please do not hesitate to contact me.

Sincerely,  
Mary Sundeen  
Ascension Benefits & Insurance Solutions of Florida  
[msundeen@ascensionins.com](mailto:msundeen@ascensionins.com)



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<b>INSURED</b> SCERP - includes Glades, Hardee, Hendry Highlands, Indian River; Martin & St. Lucie County School Districts 700 Central Parkway Stuart FL 34994	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Underwriters @ Lloyds BRIT Syn 2987 INSURER B: Safety National Casualty INSURER C: INSURER D: INSURER E: INSURER F:

**COVERAGES****CERTIFICATE NUMBER:** CL1662117281**REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PK1017616 SIR: \$200K Per Claimant \$300K Per Occurrence As Per F.S. 768.28 \$500K All Other Liability	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	SP4054782 SIR: \$1,000,000	7/1/2016	7/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ Included E.L. DISEASE - POLICY LIMIT \$

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

RE: Indian River County School District/Sebastian River HS's Color Guard Rehearsal Stop on March 4, 2017.

**CERTIFICATE HOLDER****CANCELLATION**The City of Peachtree City  
151 Willowbend Road  
Peachtree, GA 30290

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A FL House/SUMA2

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# SEBASTIAN RIVER HIGH SCHOOL

9001 Shark Boulevard • Sebastian, Florida 32958

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

January 26, 2017

Mrs. Dampier,

Sebastian River High School Girls & Boys Rugby coach, Mr. Alan Dobson, requests permission to travel to Charlotte, NC to attend the North Carolina Youth Rugby Festival March 3-5. Travel arrangements and funding for the expenses will be secured by the individual families and fundraising activities of the booster club. All travel costs are fully met by both teams.

Travel days would be March 3 & 5 and students will be playing in three games on March 4 & 5. The group will travel by bus via district approved vendor to be determined. A detailed itinerary is attached and lodging arrangements will be made once the team receives board approval.

The Rugby team has made this trip twice previously - with the girls winning it once and runners up the second time. This will be a fabulous experience for all players as there will be many college coaches present. The team has had great success in past years and they have my support to take the trip. Thank you in advance for your consideration of this request and subsequent request for approval from the School Board.

Sincerely,



Todd Racine

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

Todd Racine  
Principal

Dariyall Brown  
Assistant Principal

Michele Holmes  
Assistant Principal

Kelly Ward  
Assistant Principal

William Wilson III  
Assistant Principal

Madison Flory  
Guidance Counselor

Kim O'Keefe  
Guidance Counselor

Wendy Palmer  
Guidance Counselor

Lynn Phillips  
Guidance Counselor

Enrique Valencia  
Guidance Counselor



## **Sebastian River HS CYRF Itinerary**

Allan Dobson – 772 913 4540 - allandobson@yahoo.com

March 3rd– 03:30 am meet at SRHS front of school

04:00 am Depart for Hotel, NC

3.00pm (approx) arrive at Hotel

Afternoon and evening at hotel, Charlotte, NC

March 4th- 10.00 am – 1<sup>st</sup> game – Matthews Sportsplex 1505 Tank Town Rd, Matthews, NC  
28105

15:30 – 2<sup>nd</sup> Game - Matthews Sportsplex 1505 Tank Town Rd, Matthews, NC  
28105

Afternoon at hotel (as above)

Evening - meal - location TBA - after return to hotel (as above)

March 5th - 09:00 am final game - Matthews Sportsplex 1505 Tank Town Rd, Matthews, NC  
28105

13:00PM – Approximate departure on charter bus to return to SRHS

March 5th - 11:59 pm (approx) arrive at SRHS

All games times are approx. at the moment as we are waiting for a final schedule



# SCOTTSDALE INSURANCE COMPANY®

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

8877 North Gainey Center Drive • Scottsdale, Arizona 85258

1-800-423-7675 • Fax (480) 483-6752

www.scottsdaleins.com

## Special Event Supplemental General Liability Application

(Complete in addition to ACORD General Liability Application)

Name of Applicant: School District of Indian River County

Web site Address: www.indian-river.k12.fl.us

1. **Description of event** (attach any flyers, brochures, etc.): North Carolina Youth Rugby Festival

Maximum daily attendance: \_\_\_\_\_ Total attendance: \_\_\_\_\_ Sales: \$0

Length of event: 3 days Estimated age group of audience: From \_\_\_\_\_ to \_\_\_\_\_

No. of Participants: \_\_\_\_\_ Do participants sign waiver of liability agreements? ..... ☒ Yes ☐ No

2. **Applicant's experience** in conducting events of this or similar nature: Head Rugby Coach Alan Dobson has taken the SRHS Girls Rugby team to many national competitions.

Is applicant an event coordinator? ..... ☐ Yes ☒ No

3. **Rides:**

Will rides be provided? ..... ☐ Yes ☒ No

If yes, type of rides: \_\_\_\_\_

Will ride operators hold applicant harmless? ..... ☐ Yes ☒ No

Does applicant have certificates of insurance from the ride vendors? ..... ☐ Yes ☒ No

Rides inspected? ..... ☐ Yes ☒ No

Do rides have signs clearly marking age, height, and size limitations? ..... ☐ Yes ☒ No

Will applicant be in compliance with state laws regulating amusement ride inspections? ..... ☐ Yes ☒ No

4. **Entertainment:**

Will live entertainment be provided? ..... ☒ Yes ☐ No

If yes, describe: This is a Rugby tournament so players will watch other rugby matches.

If a concert, type of music: ☐ classical ☐ jazz ☐ rap ☐ blue grass ☐ country/western

☐ gospel ☐ R&B ☐ alternative ☐ hard rock ☐ heavy metal

☐ hip-hop ☐ gothic ☐ other (describe): \_\_\_\_\_

Any special effects for the concert? ..... ☐ Yes ☒ No

If yes, describe: \_\_\_\_\_

If fireworks are planned, is pyrotechnician licensed? ..... ☐ Yes ☐ No

Distance between fireworks staging area and audience? \_\_\_\_\_

Spectators allowed in fireworks staging area? ..... ☐ Yes ☐ No

Will firemen be present? ..... ☐ Yes ☐ No

5. **Bicycle/Running Event:**

Is the route surface free of hazards and clearly marked? ..... ☐ Yes ☐ No  
Will all pedestrians and vehicular traffic be rerouted? ..... ☐ Yes ☐ No

6. **Under 21 Dance, Grad Night or Prom:**

Are students allowed to leave and return? ..... ☐ Yes ☐ No

7. **Haunted House:**

Describe building and construction: \_\_\_\_\_

Age: \_\_\_\_\_ Condition: \_\_\_\_\_

Are there separate entrances and exits? ..... ☐ Yes ☐ No

Has the house been inspected by a Fire Marshall? ..... ☐ Yes ☐ No

Does the house meet all local, city and state codes? ..... ☐ Yes ☐ No

Describe any temporary structures: \_\_\_\_\_

Are the following present? ..... ☐ Yes ☐ No

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Unlit stairs          | <input type="checkbox"/> Moveable Floors   | <input type="checkbox"/> Sinking Floors         |
| <input type="checkbox"/> Slides                | <input type="checkbox"/> Suspended Bridges | <input type="checkbox"/> Electric Shock Devices |
| <input type="checkbox"/> Fire or Flash Powders |  |   |

Describe special effects: \_\_\_\_\_

Does applicant have lead and follow-up guides? ..... ☐ Yes ☐ No

Ratio of attendants to the public: \_\_\_\_\_ Number of persons per group: \_\_\_\_\_

Age of clients: \_\_\_\_\_ Are children supervised? ..... ☐ Yes ☐ No

Does applicant have a door monitor? ..... ☐ Yes ☐ No

Does applicant have the public participate in stunts? ..... ☐ Yes ☐ No

Does anyone touch the public? ..... ☐ Yes ☐ No

If yes, explain: \_\_\_\_\_

Does applicant have a gift shop or concession stand? ..... ☐ Yes ☐ No

If yes, receipts: \_\_\_\_\_

8. **Parade:**

Will souvenirs or other items be thrown into the crowd? ..... ☐ Yes ☐ No

If yes, what is thrown: \_\_\_\_\_

Animals in the parade are: \_\_\_\_\_

Are all of the animals insured against third-party liability claims by the owner? ..... ☐ Yes ☐ No

If yes, what are the minimum liability limits required of the owners: \_\_\_\_\_

Length of parade route: \_\_\_\_\_ Number of floats: \_\_\_\_\_ Number of Equestrians: \_\_\_\_\_

Number of bands: \_\_\_\_\_ Number of motorized vehicles and/or floats: \_\_\_\_\_

9. **Rodeo:**

Name(s) of rodeo promoter/company/stock contractor: \_\_\_\_\_

Does the rodeo board the stock in the applicant's facility overnight?.....☐ Yes ☐ No  
Does the rodeo company maintain responsibility for security of stalls/pens used to board the stock?.....☐ Yes ☐ No  
Are the transfer areas between the animal pens and the competition restricted from the general public?.....☐ Yes ☐ No  
Rodeo arena specifics: ☐ Indoors ☐ Outdoors ☐ Permanent ☐ Temporary

10. **Political Rally:**

Please describe: \_\_\_\_\_  
\_\_\_\_\_

11. **Security** (indicate type and number of each):

☐ Independent security co.: \_\_\_\_\_ ☐ Off-duty police: \_\_\_\_\_  
☐ Employed security: \_\_\_\_\_ ☐ Chaperons: \_\_\_\_\_

Is there a written emergency plan in the event of an accident? .....☐ Yes ☐ No  
Does independent security company provide a certificate of insurance?.....☐ Yes ☐ No  
Do they hold the applicant harmless?.....☐ Yes ☐ No

12. **Stadiums:**

Are bleachers or platforms to be used? .....☒ Yes ☐ No  
If yes, type: ☐ portable ☒ permanent  
Back and side railings provided? .....☐ Yes ☐ No  
Construction: ☐ Wood ☒ Steel ☒ Concrete  
Height in feet: \_\_\_\_\_ Age of bleachers or platform: \_\_\_\_\_  
Are patrons protected from, and warned against, potential flying objects? .....☒ Yes ☐ No  
Are patrons allowed on the field, track or pit area? .....☐ Yes ☒ No  
Is public address system clearly audible in all parts of the facility? .....☒ Yes ☐ No  
Is there a backup electrical supply for lighting and the public address system? .....☒ Yes ☐ No  
Are premises entrances/exits well lit? .....☒ Yes ☐ No

13. **Traffic Control:**

Who is responsible for crowd and traffic control? Event Organizer  
Are parking areas smooth with clearly marked parking areas and exit roads? .....☒ Yes ☐ No  
Is parade route able to handle size and height of floats and are cross streets barricaded? .....☐ Yes ☐ No

14. **Liquor:**

Is liquor to be served by applicant? .....☐ Yes ☐ No  
If yes, explain: \_\_\_\_\_  
\_\_\_\_\_  
Does applicant want Host Liquor? .....☐ Yes ☐ No  
Is liquor to be served by others? .....☐ Yes ☐ No  
If yes, do they have Liquor Liability coverage?.....☐ Yes ☐ No

15. **First Aid:**

Will first aid facilities be provided at the event? .....☒ Yes ☐ No  
If yes, describe: Paramedics on site during event.  
If yes, who will be in charge of the facilities? ☐ Doctors ☐ Nurses ☒ Others: \_\_\_\_\_

16. If applicant is the sponsor, does the operator have liability insurance? .....☐ Yes ☐ No  
If yes, name of insurance carrier: \_\_\_\_\_ and policy limits of liability: \$ \_\_\_\_\_

17. **Hold-harmless Agreements:**

Is applicant held harmless by others? ..... ☒ Yes ☐ No

Does applicant agree to hold any third party harmless? ..... ☒ Yes ☐ No

If yes, who? North Carolina Youth Rugby

Is applicant naming anyone as additional insured? ..... ☐ Yes ☒ No

If yes, who and why? \_\_\_\_\_

**APPLICABLE IN THE STATE OF NEW YORK:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

**FRAUD WARNING:**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

PRODUCER'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPLICANT'S SIGNATURE: Jordan Rain DATE: 2-14-17

AGENT NAME: Regina Lucente AGENT LICENSE NUMBER: A159817

*(Applicable to Florida Agents Only.)*

IOWA LICENSED AGENT: \_\_\_\_\_



## 2016-2017 INSTRUCTIONAL MATERIALS ADOPTION TIMELINE:

### Social Studies K-12

Event	Date	Description	Contact
Instructional Materials Committees Formed	Sept 19-30, 2016	Steps 1-3 of the <i>Procedure for Instructional Materials Adoption</i> :  All principals and teachers in this year's adoption content areas informed of Adoption and invited to make committee recommendations. Deb Long selects committee members and selects Chairs.	Deborah Long or Deb Berg
Committee Meetings #1	October 11, 2016 Location - TEC	Step 4 of the <i>Procedure for Instructional Materials Adoption</i> :  Meetings to review timeline, establish protocol and procedures.	Deborah Long or Deb Berg
Contact Publishers	Oct 12-28, 2016	Step 5 of the <i>Procedure for Instructional Materials Adoption</i> :  Committee Chairs contact publishers & set appointments for Overview Presentations to the Committees. Plan Extravaganza.	Deborah Long or Deb Berg
Committee Meetings #2	Nov 9, 2016 Location - TEC	Publisher Presentations to Committees	Deborah Long or Deb Berg
Textbook Extravaganza	Nov 15, 2016 Location – LICR Evening	Publishers display materials.  All teachers in this year's adoption content areas and parents may preview materials and talk with publishing company representatives.	Deborah Long or Deb Berg
Instructional Materials Review	Nov 28 – Dec 14, 2016	Step 6 of the <i>Procedure for Instructional Materials Adoption</i> :  Committee Members facilitate review of instructional materials at each school site using Evaluation Rubric provided by SDIRC.	Deborah Long or Deb Berg
Committee Meetings #3	Dec 16, 2016 (Early Release day) Location: LICR	Steps 7-8 of the <i>Procedure for Instructional Materials Adoption</i> :  Committees meet to collect and analyze data from each school's rubric submission. Committee works to achieve consensus and then makes recommendation to the Superintendent for materials to be adopted.	Deborah Long or Deb Berg
20-day Public Review of Recommended Instructional Materials	Jan 9-Feb 6, 2017	Step 9 of the <i>Procedure for Instructional Materials Adoption</i> :  Read-only editions of the recommended instructional materials will be posted on the SDIRC website and student editions will be displayed at the District Office.  Parents will be notified via SDIRC website, Ed-Connect call, and a flyer.	Deborah Long or Deb Berg AND Ravi Annam, Webmaster (772-564-3210)
Notice of Public Hearing	February 21, 2017	Step 10(b) of the <i>Procedure for Instructional Materials Adoption</i> :  Notice of Public Hearing posted, including a list of materials recommended for adoption.	Judy Stang, Executive Assistant to the School Board (772) 564-3200
School Board Hearing	Feb 28, 2017 During Board Meeting	Steps 10-11(a) of the <i>Procedure for Instructional Materials Adoption</i> :  School Board conducts public hearing to receive public comments about the Instructional Materials recommendations. Superintendent presents his recommendations.	Judy Stang, Executive Assistant to the School Board (772) 564-3200



		<b>2016-2017 INSTRUCTIONAL MATERIALS ADOPTION</b> <b>TIMELINE:</b> <b>Social Studies K-12</b> <b>page 2</b>	
Event	Date	Description	Contact
School Board Hearing	Feb 28, 2017 During Board Meeting	<p>Step 11(b) of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>After the Public Hearing and the Superintendent presents his recommendations, the School Board votes on the recommended instructional materials for the specified subject areas.</p>	SDIRC School Board and Superintendent
30-Day Contest Period	Feb 29 – April 18 2017	<p>Step 12(a) of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>A parent of an enrolled student will have 30 calendar days from the date of the Board's adoption to file a petition. Links to the materials and petition forms will be available on the district website <a href="https://www.indianriverschools.org/curriculum-adoption-documents">https://www.indianriverschools.org/curriculum-adoption-documents</a></p>	Judy Smith, Administrative Ass't., Dept. of Curriculum & Instruction (772-564-3200)
Notice to Petitioners	April 19, 2017	<p>Step 12(b) of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>Written notice will be provided to the petitioners (parents) of the date and time of the hearing on petitions filed by the April 18, 2017 deadline contesting purchase of the recommended instructional materials.</p>	Judy Stang, Executive Assistant to the School Board (772) 564-3200
SDIRC School Board Hearing	April 25, 2017	<p>Step 12(b) of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The School Board will conduct a public hearing on all petitions timely received. The School Board's decision on parent petitions is final and not subject to further review.</p>	Judy Stang, Executive Assistant to the School Board (772) 564-3200
Instructional Materials removed from Website and District Office	April 25, 2017	<p>Step 12(c) of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>The instructional materials for the specific adoptions will be removed after the public hearing.</p>	Judy Smith, Administrative Ass't., Dept. of Curriculum & Instruction (772-564-3200)
School Board Meeting	April 25, 2017	<p>Step 13 of the <i>Procedure for Instructional Materials Adoption</i>:</p> <p>SDIRC Board votes to approve the purchase of Instructional Materials for this year's adoption content areas for use beginning in the 2017-2018 school year.</p>	SDIRC School Board



## Social Studies 2017-2018 Instructional Materials Committee Meetings

The Social Studies K-12 Committee meetings were held on the following dates in accordance with the Social Studies Timeline.

October 11, 2016 - TEC

November 9, 2016 – TEC

December 16, 2016 – TEC

\*\*\*The committee hosted a textbook extravaganza on November 15, 2016, in the TEC for all district teachers and community members.



## SOCIAL STUDIES - ADOPTION COMMITTEE – ATTENDANCE ROSTER

**Vision:** Educate and inspire every student to be successful

**October 11, 2016**

**Mission:** To serve all students with excellence

ELEMENTARY	NAME	SIGNATURE
CITRUS	Jon Teske -Principal	
<b>DISTRICT OFFICE</b>	<b>Deb Berg- Director of Elementary Ed.</b>	
FELLSMERE ELEMENTARY	Denise Wickham –Teacher 4 <sup>th</sup> grade	
	Kelli Mejia – Teacher 5 <sup>th</sup> grade	
LIBERTY MAGNET	Jennifer Jones – Teacher 3 <sup>rd</sup> grade	
	Michelle Goodin – Teacher 3 <sup>rd</sup> grade	
ROSEWOOD MAGNET	Jennifer Norris – Asst. Principal	
SEBASTIAN ELEMENTARY	Debbie Smith – Teacher 5 <sup>th</sup> grade	
VERO BEACH ELEMENTARY	Deb Tobin – Teacher 2 <sup>nd</sup> grade <b>(Chairperson)</b>	
<b>SECONDARY - MIDDLE</b>	<b>NAME</b>	<b>SIGNATURE</b>
<b>DISTRICT OFFICE</b>	<b>Dr. Deborah Taylor-Long</b> <b>Director Secondary Ed.</b>	
	Tiffany Mckenzie – Ed./Instruction Analyst	
GIFFORD MIDDLE	Paul Tomlinson – Teacher Except. Ed. Gifted	
OSLO MIDDLE	Marsha Reese – Teacher/Social Studies <b>(Chairperson)</b>	
	Joanna Roux – Teacher/Social Studies	
SEBASTIAN RIVER MIDDLE	Brad Wright – Teacher/Social Studies	
	Laurie Wykoff – Teacher Except. Ed. Gifted	
STORM GROVE MIDDLE	Dawn Bennett-Campbell – Asst. Principal	
	Concetta Hall – Teacher/Social Studies	
	Caitlin Harris – Teacher/Social Studies	
	Vickie Von Saman – Teacher/Social Studies	
<b>SECONDARY – HIGH SCHOOL</b>	<b>NAME</b>	<b>SIGNATURE</b>
SEBASTIAN RIVER HIGH	Melissa Jenne – Teacher/Social Studies	
	Michael Hall – Teacher/Social Studies	
	Chelsea Lunny – Teacher/Social Studies	
	Kerri Wall –Application Support Specialist	
VERO BEACH HIGH	Carrie Nino – Teacher/ Social Studies	
	Andy Lewis – Teacher/Social Studies	
	Victoria Bayless – Teacher/Social Studies	
<b>COMMUNITY MEMBERS</b>		<b>SIGNATURE</b>
	Michelle Scott	
	Andrew Sorbo	

# **List of Recommended Instructional Materials for Social Studies Adoption 2017-2018 School Year**

## **McGraw Hill Publishing**

### **Elementary**

Kindergarten – *Living, Learning, and Working Together*

1<sup>st</sup> Grade – *Our Community and Beyond*

2<sup>nd</sup> Grade – *Who We Are as Americans*

3<sup>rd</sup> Grade – *The United States, Its Regions, and Neighbors*

### **Middle School**

6<sup>th</sup> Grade – *Discovering Our Past, A History of the World, Early Ages*

7<sup>th</sup> Grade – *Civics, Economics, and Geography*

8<sup>th</sup> Grade – *Discovering Our Past, A History of the United States, Early Years*

### **High School**

12<sup>th</sup> Grade – *Understanding Economics*

## **Teachers Curriculum Institute Publishing**

### **Elementary**

4<sup>th</sup> Grade – *Florida's Geography*

5<sup>th</sup> Grade – *A Boat and Bus Tour of Florida*

## **Pearson Publishing**

9<sup>th</sup> – 12<sup>th</sup> Grades – *Psychology 4<sup>th</sup> Edition*

10<sup>th</sup> Grade – *Florida World History*

11<sup>th</sup> Grade – *Florida United States History*

12<sup>th</sup> Grade – *Florida Magruder's American Government*

**Instructional Materials Adoption  
For Social Studies K-12**

**Budget**

February 21, 2017

**Elementary Materials**

TCI vendor =	\$223,730.00 (includes S & H) 4 <sup>th</sup> & 5 <sup>th</sup> grades
McGraw Hill vendor =	\$235,724.22(includes S & H) K-3 grades
Grand total =	\$459,454.22

**Middle School Materials**

McGraw Hill vendor =	\$364,100.06(includes S & H) 6 <sup>th</sup> – 8 <sup>th</sup> grades
Grade total =	\$364,100.06

**High School Materials**

McGraw Hill vendor =	\$125,157.34 (includes S& H) Economics both schools 12 <sup>th</sup> grade
Pearson vendor =	\$394,809.05 (includes S & H) All other social studies 9 <sup>th</sup> – 12 <sup>th</sup>
Total =	\$519,966.39

Cost for writing Curriculum Maps, scales, and rubrics (Summer of 2017) utilizing district teachers and Curriculum and Instruction Specialists - \$15,000.00.

**Total for above = \$1,358,520.60**





## McGraw Hill—Elementary Schools Editions

<https://na01.safelinks.protection.outlook.com/?url=www.connected.mcgraw-hill.com&data=01%7C01%7CLisa.Dunn%40mheducation.com%7C246dcb29b5314372d97a08d409b99dfa%7Cf919b1efc0c347358fca0928ec39d8d5%7C1&sdata=IGWa8gy%2BH1Cc4UYiXvfTx7HdM46HnWxZ06vtOs%2FJxNM%3D&reserved=0>

Username and passwords are as follows:

Elementary User name : FloridaK5

Password: FL2016K5



## ***Pearson—My World Social Studies -Elementary Schools Editions***

*Go to—****www.pearsonrealize.com***

*Sign in—*use the following username and password by grade level to sign in and review Student/Community Access:

Gr K - indianriverstudentdemok password: **Pearson1**

Gr 1 - indianriverstudentdemo1 password: **Pearson1**

Gr 2 - indianriverstudentdemo2 password: **Pearson1**

Gr 3 - indianriverstudentdemo3 password: **Pearson1**

Gr 4 - indianriverstudentdemo4 password: **Pearson1**

Gr 5 - indianriverstudentdemo5 password: **Pearson1**

***User name and password are case sensitive***





## **TCi (Teachers Curriculum Institute Publishing)—Elementary Schools Editions**

Link: [https://student.teachtci.com/student/sign\\_in](https://student.teachtci.com/student/sign_in)

Kindergarten Credentials: Teacher email: elementaryparentreview

Username: indianriver-k

Password: indianriver

1st grade Credentials: Teacher email: elementaryparentreview

Username: indianriver-1

Password: indianriver

2nd grade Credentials: Teacher email: elementaryparentreview

Username: indianriver-2

Password: indianriver

3rd grade Credentials: Teacher email: elementaryparentreview

Username: indianriver-3



## McGraw Hill AP Courses:

URL: <http://connect.mheducation.com> (remember to tell them to use Chrome or Firefox... no Internet Explorer)

Student username: **APforFLpublic@connect.com**  
**APforFLpublic2016**

Student password:

## McGraw Hill –all other Secondary School courses

<https://na01.safelinks.protection.outlook.com/?url=www.connected.mcgraw-hill.com&data=01%7C01%7CLisa.Dunn%40mheducation.com%7C246dcb29b5314372d97a08d409b99dfa%7Cf919b1efc0c347358fca0928ec39d8d5%7C1&sdata=IGWa8gy%2BH1Cc4UYiXvFTx7HdM46HnWxZ06vtOs%2FJxNM%3D&reserved=0>

Username and passwords are as follows:

Elementary UN: FloridaK5  
PWD: FL2016K5

Middle School UN: FL68Networks  
PWD: FL68SS

High School UN: FL912Networks  
PWD: FL912SS

## HMH Social Studies:

Visit - **my.hrw.com**

In the Username and Password fields,

Student username: **iriver2** Student password: **x6t2j**

Select your program by clicking on the drop-down arrow in Resources.





## Pearson Publishing—Secondary School Editions

Please direct your browser to [www.PHSCHOOL.COM](http://www.PHSCHOOL.COM)

Once there please scroll down to the bottom of the screen and enter the accompanying code from the list below for the program you would like to review. Codes are in green preceding the title of the text.

- nkr-0100 Kagan, The Western Heritage, 11th Edition, Revised Edition, AP® Edition ©2016
- nkr-0200 Rubenstein; The Cultural Landscape 12th Edition, AP® Edition ©2017
- nkr-0300 Stearns, World Civilizations 7th Edition, Revised Edition, AP® Edition ©2017
- nkr-0400 Edwards et al; Government in America: People, Politics, and Policy, 2014 Election Edition, 16th Edition, AP® Edition ©2016
- nkr-0500 O'Connor, Sabato; American Government: Roots & Reform, AP® Edition, 2014 Election Edition, 12th Edition ©2016
- nkr-0600 Bade et al; Foundations of Economics, 7th Edition, AP® Edition ©2015
- nkr-0700 Ciccarelli et al; Psychology, 4th Edition AP Edition ©2015
- nkr-0800 Fraser; By the People 1st Edition, AP® Edition ©2015
- nkr-0900 Elmhurst, Minter, Spilis, Prentice Hall® Psychology, 2nd Edition ©2016
- nkr-1000 Pearson Florida United States History
- nkr-1100 Pearson Florida Economics
- nkr-1200 Pearson Florida Magruder's American Government
- nkr-1300 Pearson Florida World History
- nkr-1400 Powell et al., Comparative Politics Today, 11th Edition ©2015



## TCi (Teachers Curriculum Institute Publishing)—Secondary Schools Editions

Link: [https://student.teachtc.com/student/sign\\_in](https://student.teachtc.com/student/sign_in)

Log-in Credential: Teacher email -[msparentreview@indianriver.com](mailto:msparentreview@indianriver.com)

Username-indianriver-ms

password- indianriver

Parents can toggle between the 3 grade level classes (Ancient World, Government Alive, and United States through Industrialism) by clicking on the down arrow next the their username and selecting "classes" to go between the 3 programs.



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

**THIS AGREEMENT**, entered into this 28th of February, 2017, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "**School Board**", and Palm Beach Trucking LLC, DBA Merchant Transport (Legal Name of Contracting Party/Organization) hereinafter referred to as the "**CONTRACTOR**", is as follows:

**1. SCOPE OF WORK**

Nature of Contracted Services: As per terms and conditions of the Palm Beach County School Board ITB-0-37-2015/HS for Modular Relocation Term Contract, which is incorporated into this Agreement by reference. Project to include transport of 8 concrete buildings from Beachland Elementary to relocate at Dodgertown Elementary (4 buildings) and Pelican Island Elementary (4 buildings) as per attached scope of work.

Nature of Contracted Services: Transport of 8 Concrete Building from Beachland Elementary to Dodgertown Elementary (4 buildings) and Pelican Island Elementary (4 buildings).

Anticipated Outcome of Contracted Services: Transport of 8 Concrete Building from Beachland Elementary to Dodgertown Elementary (4 buildings) and Pelican Island Elementary (4 buildings).

Location of Contracted Service: Current Building Location: Beachland Elementary - 3350 Indian River Drive East, Vero Beach, FL 32963. Relocate to: Dodgertown Elementary - 4350 43<sup>rd</sup> Avenue, Vero Beach, FL 32967 / Pelican Island Elementary – 1355 Schumann Drive, Sebastian, FL 32958

Date(s)/Hours of Service: As needed – Scheduled TBD

**2. TERM OF AGREEMENT -**

The **Contractor** shall commence performance of the Agreement on the 1st day of March, 2017, and shall complete performance to the satisfaction of the Superintendent no later than the 31<sup>st</sup> day of July, 2017. The **School Board** reserves the right to terminate this Agreement without cause by giving ten (10) days written notice to the **Contractor**.

**3. COMPENSATION**

The **School Board** shall, upon completion of services by the **Contractor**, compensate the **Contractor** in an amount NOT TO EXCEED \$168,270.00 (\$153,270.00 Proposal Amount, \$15,000.00 - Owner Added Contingency) which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require **School Board** approval. The **Contractor** agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the **School Board** in

*JW*

advance of the expenditures being incurred. The **Contractor** shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

#### 4. PAYMENT SCHEDULE

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

- ☐ Lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services and District-approved invoice
- ☐ Partial payments after District-approved invoice(s).
- ☐ See payment schedule hereto attached and incorporated into this Agreement.
- ☒ Payment of District-approved invoice(s).

#### 5. REGULATIONS & ORDINANCES

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

#### 6. GOVERNING LAW; VENUE

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

#### 7. INDEMNIFICATION / HOLD HARMLESS AGREEMENT

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

#### 8. DUTY TO DEFEND

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

#### 9. CANCELLATION / TERMINATION

In the event any of the provisions of this agreement are violated by the contractor, the Superintendent or their designee, shall give written notice to the **Contractor** stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the **School Board** for immediate cancellation.

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

#### **10. EQUAL EMPLOYMENT OPPORTUNITY**

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

#### **11. ACCESS TO RECORDS / FLORIDA'S PUBLIC RECORDS LAWS**

This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. **Contractor** understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The **Contractor** shall keep records to show its compliance with program requirements. **Contractors** and subcontractors must make available, upon request of the **School Board**, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the **Contractor** which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The **Contractor** shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. **Contractor** shall destroy any duplicate records which are exempt from public records disclosure as set forth in Chapter 119. Upon termination of this agreement all public records in possession of the **Contractor** must be transferred to **School Board** at no cost. If records are stored electronically, the records must be provided in a compatible format to **School Board's** operating system.

#### **12. PATENTS, COPYRIGHTS AND ROYALTIES**

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

#### **13. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and **School Board** Policies as amended from time to time **Contractor** agrees that, if **Contractor** receives remuneration for services, **Contractor** and all of its employees who provide or may provide services under this Contract will

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complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and **School Board** Policies prior to providing services to The **School Board** of Indian River County.

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

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

Further, upon obtaining clearance by **School Board**, the **School Board** will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on **School Board** property when students are present. **Contractor** agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. **Contractor** agrees to require all its affected employees to sign a statement, as a condition of employment with **Contractor** in relation to performance under this Bid/RFP/Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the **Contractor**/Employer of any arrest(s) or conviction (s) of any offense enumerated in **School Board** Policy 8475 within 48 hours of its occurrence.

**Contractor** agrees to provide the **School Board** with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. **Contractor** agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. **Contractor** further agrees to notify the **School Board** immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by **Contractor** to notify the **School Board** of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by **Contractor** to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the **School Board** to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

#### **14. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

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

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

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

#### 15. COMPLIANCE WITH BOARD POLICIES

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

#### 16. ASSIGNMENT

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

#### 17. DEBARMENT

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

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

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

#### 18. DAVIS-BACON ACT LABOR STANDARDS

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

#### 19. CONDUCT WHILE ON SCHOOL PROPERTY

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

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agrees to immediately remove any agent or employee if directed to do so by the building administrator or designee.

#### **20. NO WAIVER**

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

#### **21. NON-DISCRIMINATION**

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

#### **22. NO TAXES**

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

#### **23. WRITTEN NOTICE DELIVERY**

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

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

<b>Contractor/Vendor</b>	<u>Palm Beach Trucking LLC, DBA Merchant Transport</u>
<b>Contact's Name/Title</b>	<u>Attn: Mr. Joel Woodall</u>
<b>Address:</b>	<u>1360 NW 33<sup>rd</sup> Street</u>
	<u>Pompano Beach, FL 33064</u>

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

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

**With a copy to:**

Department	<u>Facilities Planning &amp; Construction</u>
Department Director	<u>Attn: Nicholas Westenberger, Director</u>
Address:	<u>6055 62<sup>nd</sup> Avenue</u>
	<u>Vero Beach, FL 32967</u>

**And a copy to:**

Department	<u>Purchasing</u>
Department Director	<u>Attn: Jeff Carver, Director</u>
Address:	<u>6055 62<sup>nd</sup> Avenue</u>
	<u>Vero Beach, FL 32967</u>

#### **24. INSURANCE REQUIREMENTS**

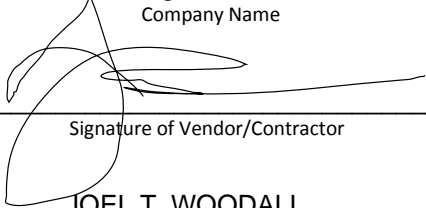
**Contractor** shall provide evidence of insurance as may be required by the **School Board's** Office of Risk and Benefit Department, which may include, without limitation, professional liability, general liability, worker's compensation and auto liability insurance coverage. Upon request, "The **School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

**VENDOR/CONTRACTOR**

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

Palm Beach Trucking LLC, DBA Merchant Transport

Company Name



Signature of Vendor/Contractor

JOEL T. WOODALL

Printed Name of Vendor/Contractor

FEBRUARY 15, 2017

Date

1380 NW 33<sup>rd</sup> Street

Address

Pompano Beach, FL 33064

The School Board of Indian River County, Florida

Signature of Chairman, School Board of Indian River County, FL

Mr. Charles G. Searcy

Printed Name of Chairman, School Board of Indian River County, FL

Date

6500 57<sup>th</sup> Street

Address

Vero Beach, FL 32967

954-346-8739 / 1-800-762-3988 / Fax: 954-580-8190

TELEPHONE / FAX NUMBER

[merchantcrane@aol.com](mailto:merchantcrane@aol.com)

CONTACT EMAIL ADDRESS

FEIN (BUSINESS) 43-1966231

SS# (INDIVIDUAL) \_\_\_\_\_





January 23, 2017

**School District of Indian River County**  
6500 57th Street  
Vero Beach FL.

Attention: NICK WESTENBERGER  
**Project: Re-Locate Modulares from Beachland**  
Project Address: 3350 Indian River Dr. Vero Beach

We are pleased to quote the following equipment for the above referenced project.

### Equipment Rental Proposal

Prep & load out, ( 8 ) Buildings ( 16 ) pcs from Beachland Elementary  
Then transport ( 4 ) Buildings to Dodgertown and ( 4 ) Buildings to Pelican Island  
Unload, set & level on foundation as directed.

**300 Ton Crane W/Crew** ( Beachland ) ( Dodgertown ) & ( Pelican Island )  
**( 4 ) man rigging crew w/tools at each site**  
**( 16 ) Double drop Low-boys w/drivers** **Flat Rate \$ 153,270.00**  
**( 32 ) Certified escorts** ( See attached line item breakdown )  
**33 yards road rock at** ( Beachland ) ( Dodgertown ) & ( Pelican Island )  
**Bobcat w/Operator at** ( Beachland ) ( Dodgertown ) & ( Pelican Island )  
**16 Boxes of Shim Packs** ( Dodgertown ) & ( Pelican Island )

#### Additional Provisions.....

Quote is valid for 30 days and the equipment as quoted is subject to availability. Prices do not include prevailing wage requirements or involvement of specialized insurance programs. If project requires prevailing wage or specialized insurance programs, customer must contact Merchant for revised pricing.

#### The lessee shall provide the following.....

Level and stable compacted ground which shall adequately support the crane with outriggers extended.  
Clear access to the site free of obstructions without delay for the erection and tear down. Any police, street permits or road barricades if required while the equipment is on the site.

If you should require any additional information, please contact me at **(954) 448-0070**.  
Please sign and e-mail back in acceptance of this quote.

X \_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

Sincerely,  
Joel "Woody" Woodall  
Vice President of Operations

1360 NW 33<sup>rd</sup> St Pompano Beach, FL 33064  
954-346-8739 · Fax: 954-580-8190 · 1-800-762-3988  
[merchantcrane@aol.com](mailto:merchantcrane@aol.com)

**( Beachland )**

300 Ton Crane W/Crew	Freight in	\$ 3,500.00
	Freight out	\$ 3,500.00
	30 hrs @ \$ 500.00 per hr	\$ 15,000.00
	Crew Overtime 6 hrs @ \$ 70.00 per hr	\$ 420.00
( 4 ) Man Rigging Crew	Prep Buildings 10 hrs @ \$ 450.00 per hr	\$ 4,500.00
	Crew Overtime 2 hrs @ \$ 140.00 per hr	\$ 280.00
	Load out Buildings 30 hrs @ \$ 450.00 per hr	\$ 13,500.00
	Crew Overtime 6 hrs @ \$ 140.00 per hr	\$ 840.00
50 Ton Rigging beams w/driver	30 hrs @ \$ 100.00 per hr	\$ 3,000.00
	Overtime 6 hrs @ \$ 35.00 per hr	\$ 210.00
( 1 ) Load of Road Rock	20 yards @ \$ 30.00 per yard	\$ 600.00
	Bobcat W/Operator 16 hrs @ \$ 85.00 per hr	\$ 1,360.00

**( Beachland ) TOTAL \$ 46,710.00**

**( Dodgertown )**

300 Ton Crane W/Crew	Freight in	\$ 3,500.00
	Freight out	\$ 3,500.00
	20 hrs @ \$ 500.00 per hr	\$ 10,000.00
	Crew Overtime 4 hrs @ \$ 70.00 per hr	\$ 280.00
( 4 ) Man Rigging Crew	Prep Site 10 hrs @ \$ 450.00 per hr	\$ 4,500.00
	Crew Overtime 2 hrs @ \$ 140.00 per hr	\$ 280.00
	Set Buildings 20 hrs @ \$ 450.00 per hr	\$ 9,000.00
	Crew Overtime 4 hrs @ \$ 140.00 per hr	\$ 560.00
50 Ton Rigging beams w/driver	20 hrs @ \$ 100.00 per hr	\$ 2,000.00
	Overtime 4 hrs @ \$ 35.00 per hr	\$ 140.00
( 2 ) Loads of Road Rock	40 yards @ \$ 30.00 per yard	\$ 1,200.00
	Bobcat W/Operator 16 hrs @ \$ 85.00 per hr	\$ 1,360.00
	Shim Packs 8 boxes @ \$ 100.00 per box	\$ 800.00

**( Dodgertown ) TOTAL \$ 37,120.00**

**( Pelican Island )**

300 Ton Crane W/Crew	Freight in	\$ 3,500.00
	Freight out	\$ 3,500.00
	20 hrs @ \$ 500.00 per hr	\$ 10,000.00
	Crew Overtime 4 hrs @ \$ 70.00 per hr	\$ 280.00
( 4 ) Man Rigging Crew	Prep site 10 hrs @ \$ 450.00 per hr	\$ 4,500.00
	Crew Overtime 2 hrs @ \$ 140.00 per hr	\$ 280.00
	Set Buildings 20 hrs @ \$ 450.00 per hr	\$ 9,000.00
	Crew Overtime 4 hrs @ \$ 140.00 per hr	\$ 560.00
50 Ton Rigging beams w/driver	20 hrs @ \$ 100.00 per hr	\$ 2,000.00
	Overtime 4 hrs @ \$ 35.00 per hr	\$ 140.00
( 2 ) Loads of Road Rock	40 yards @ \$ 30.00 per yard	\$ 1,200.00
	Bobcat W/Operator 16 hrs @ \$ 85.00 per hr	\$ 1,360.00
	Shim Packs 8 boxes @ \$100.00 per box	\$ 800.00

**( Pelican Island ) TOTAL \$ 37,120.00**

**( Trucking )**

[illegible]

**TRUCKING TOTAL      \$ 21,920.00**

**( Certified Escorts )**

( 2 ) ESCORTS PER TRUCK REQUIRED

[illegible]

**ESCORT TOTAL \$ 10,400.00**

**( Grand Total )      \$ 153,270.00**

**Approval to Award Invitation to Bid #08-0-2017/JC to Atlas Apex Roofing, LLC as Primary and Crowther Roofing as Secondary - Mr. Morrison**

The purpose and intent of this Invitation to Bid (ITB) is to secure firm fixed hourly rates for roof repairs as needed. To meet the time and task demands of this school district primary and secondary awards will be made. If for some reason the primary awardee is not able to keep up with assignments the secondary awardee will be activated. Primary award will be to the lowest and best responsive and responsible bidder meeting specifications, terms and conditions. The estimated financial impact is \$150,000. The term of this ITB is from February 28, 2017 through February 27, 2018 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods.

Notice of ITB was placed in the Indian River Press Journal on December 31, 2016. Notice was also posted on Onvia DemandStar and the Purchasing Department's website. Seven (7) bids were received by the deadline of 2:00 p.m. on January 24, 2017 as follows:

Legend:    Primary Award \_\_\_\_\_    Secondary \_\_\_\_\_    Disqualify (    )

Atlas Apex Roofing LLC  
(Seal Tight Roofing Experts, LLC)  
Crowther Roofing  
Advanced Roofing Inc.  
Hamilton Roofing Inc.  
Hi-Tech Roofing & Sheet Metal, Inc.  
Goswick Building Solutions

Seal Tight Roofing Experts, LLC was disqualified as they have a well-documented history of not responding to District requests.

The Purchasing Department recommends award to Atlas Apex Roofing, LLC as the best responsive and responsible bidder meeting specifications, terms and conditions and secondary award to Crowther Roofing.

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

<b>BID TABULATION</b>	<i>Atlas Apex Roofing LLC Fort Lauderdale, FL</i>	<i>Seal Tight Roofing Experts Merritt Island, FL</i>	<i>Crowther Roofing Jupiter, FL</i>	<i>Advanced Roofing Fort Lauderdale, FL</i>	<i>Hamilton Roofing Inc. Malabar, FL</i>	<i>Hi-Tech Roofing &amp; Sheet Metal, Inc. Lake Worth, FL</i>	<i>Goswick Building Solutions Cocoa Beach, FL</i>
School District of Indian River County							
08-0-2016/JC ITB for Roof Repair							
Opens: 01.24.17 @ 2:00 pm							
Post: 02.15.2017							
Board: 02.28.2017							
Description							
<b>JOURNEYMAN HOURLY RATES</b>							
Regular Hours	\$48.00	\$52.77	\$55.00	\$70.00	\$58.45	\$85.00	NR
Overtime and Saturday	\$68.00	\$79.16	\$82.50	\$88.00	\$87.66	\$127.50	
Sundays and Holidays	\$96.00	\$105.54	\$82.50	\$88.00	\$116.90	\$170.00	
<b>APPRENTICE</b>							
Regular Hours	\$35.00	\$30.55	\$45.00	\$50.00	\$42.75	\$75.00	
Overtime and Saturday	\$55.00	\$45.83	\$67.50	\$63.00	\$64.13	\$112.50	
Sundays and Holidays	\$70.00	\$61.10	\$67.50	\$63.00	\$85.50	\$150.00	
<b>SHEET METAL FABRICATOR</b>							
Regular Hours	\$35.00	\$40.73	\$50.00	\$70.00	\$49.28	\$85.00	
Overtime and Saturday	\$55.00	\$61.10	\$75.00	\$88.00	\$73.92	\$127.50	
Sundays and Holidays	\$70.00	\$81.46	\$75.00	\$88.00	\$98.56	\$170.00	
<b>Materials Cost Plus</b>	10%	15%	15%	15%	15%	20%	
<b>Equipment Rental Cost Plus</b>	2%	...	10%	...	15%	20%	



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

**THIS AGREEMENT**, entered into this **28th day of February, 2017**, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and **Atlas Apex Roofing, LLC**. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", for **Roof Repairs** is as follows:

**1. SCOPE OF WORK**

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

**Nature of Contracted Services:** As per the terms and conditions of SDIRC 08-0-2017/JC which is incorporated into this Agreement by reference, vendor shall provide **Roof Repair Services**.

**Anticipated Outcome of Contracted Services:** vendor to furnish at their expense all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts and equipment necessary for best practice to complete each project and be solely responsible for all work assigned by the District.

**Location(s) and dates(s) / Hours of Contracted Service:**  
Services will be provided for all District sites as needed.

**2. TERM OF AGREEMENT**

The term of this contract shall be for the period of **February 28, 2017 through February 27, 2018** with the option to renew annually for a period of two (2) additional years. Annual renewal acceptance will be based on the successful bidder and the School Board agreeing to specifications, terms and conditions and maintaining firm prices for the forthcoming year.

**3. COMPENSATION**

The School Board shall, upon completion of services by the Contractor, compensate the Contractor as follows which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

Hourly Rate for Labor	Regular Hours 7:00 am to 5:00 pm	Overtime Hours and Saturday	Sundays and Holidays
Journeyman	\$48.00	\$68.00	\$96.00
Apprentice	\$35.00	\$55.00	\$70.00
Sheet Metal Fabricator	\$47.00	\$57.00	\$94.00
Materials – Cost Plus	10%		
Equipment Rental – Cost Plus	2%		

**4. PAYMENT SCHEDULE**

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

- ☐ One lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services
- ☐ Partial payments in the amount of \$ \_\_\_\_\_ after/before each \_\_\_\_\_
- ☒ Payment of District approved invoices.

**5. REGULATIONS & ORDINANCES**

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

**6. ENTIRE AGREEMENT**

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

**7. GOVERNING LAW; VENUE**

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

**8. INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

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



**9. DUTY TO DEFEND**

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

**10. CANCELLATION / TERMINATION**

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

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**13. PATENTS, COPYRIGHTS AND ROYALTIES**

All books, manuals, films or other materials suitable for copyright or patent, regardless of means of transmission produced as a result of the work or services performed under or in connection with this Agreement, are hereby reserved as the exclusive property of and sole ownership by The School Board

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

#### **14. BACKGROUND SCREENING REQUIREMENTS**

In accordance with the requirements of §1012.465, §1012.32 and §1012.467, Florida Statutes, and School Board Policies as amended from time to time Contractor agrees that, if Contractor receives remuneration for services, Contractor and all of its employees who provide or may provide services under this Contract will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced statutes and School Board Policies prior to providing services to The School Board of Indian River County. Additionally, Contractor agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who has direct contact with students or who has access to or control of school funds must meet level 2 screening requirements as described in the above-referenced statutes and School Board Policies.

A non-instructional contractor who is exempt from the screening requirements set forth in §1012.465, §1012.468 or §1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under §943.043 and the national sex offender public registry maintained by the United States Department of Justice. Further, upon obtaining clearance by School Board, the School Board will issue a photo identification badge, which shall be worn by the individual at all times in plain sight while on School Board property when students are present. Contractor agrees to bear any and all costs associated with acquiring the required background screening including any costs associated with fingerprinting and obtaining the required photo identification badge. Contractor agrees to require all of its affected employees to sign a statement, as a condition of employment with Contractor in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Contractor/Employer of any arrest(s) or conviction (s) of any offense enumerated in School Board Policy 8475 within 48 hours of its occurrence.

Contractor agrees to provide the School Board with a list of all its employees who have completed background screening as required by the above-referenced statutes and who meet the statutory



requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify the School Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Contractor to notify the School Board of such arrest or conviction within 48 hours of being put on notice and within five (5) business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement. The parties further agree that failure by Contractor to perform any of the duties described in this section shall constitute a material breach of the Agreement entitling the School Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

**15. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, it is the policy that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretations.

**16. COMPLIANCE WITH BOARD POLICIES**

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

**17. ASSIGNMENT**

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

**18. DEBARMENT**

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.

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

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

#### **19. CONDUCT WHILE ON SCHOOL PROPERTY**

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

#### **20. NO WAIVER**

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

#### **21. NON-DISCRIMINATION**

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

#### **22. NO TAXES**

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

#### **23. WRITTEN NOTICE DELIVERY**

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



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

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

Contractor/Vendor: **Atlas Apex Roofing, LLC**  
Contact's Name/Title: **Attn: Henry Gembala, Vice President**  
Address: **281 NE 32<sup>nd</sup> Street**  
**Fort Lauderdale, FL 33334**

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

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

**With a copy to:**

Department: **Physical Plant**  
Department Director: **Attn: Robert Michael**  
Address: **6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

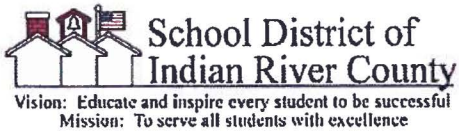
Department: **Purchasing and Central Receiving**  
Department Director: **Attn: Jeff Carver**  
Address: **6055 62<sup>nd</sup> Avenue**  
**Vero Beach, Florida 32967**

#### **24. INSURANCE REQUIREMENTS**

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. **THE SCHOOL BOARD OF INDIAN RIVER COUNTY** shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract.



Contract Number 08.0.2017/JC For Procurement Use Only)

**VENDOR/CONTRACTOR**

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

Atlas Apex Roofing, LLC

Company Name

The School Board of Indian River County, Florida

Signature of Vendor/Contractor

Signature of Chairman, School Board of Indian River County, FL

David Gembala, President

Printed Name of Vendor/Contractor

Mr. Charles G. Searcy

Printed Name of Chairman, School Board of Indian River County, FL

February 15, 2017

Date

February 28, 2017

Date of Board Approval

281 NE 32 Street

Address

6500 57<sup>th</sup> Street

Address

Fort Lauderdale, FL 33334

Vero Beach, FL 32967

954-565-1567 / 954-565-1568

Telephone / Fax Number

dmagliarisi@atlasapexusa.com

Contact Email Address

FEIN (BUSINESS)

45-5199346

SS# (INDIVIDUAL)

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

**THIS AGREEMENT**, entered into this **28th day of February, 2017**, by and between the School Board of Indian River County, Florida, a political subdivision of the State of Florida hereinafter referred to as the "School Board", and **Crowther Roofing as secondary awardee**. (Legal Name of Contracting Party/Organization) hereinafter referred to as the "CONTRACTOR", for **Roof Repairs** is as follows:

**1. SCOPE OF WORK**

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

**Nature of Contracted Services:** As per the terms and conditions of SDIRC 08-0-2017/JC which is incorporated into this Agreement by reference, vendor shall provide **Roof Repair Services**.

**Anticipated Outcome of Contracted Services:** vendor to furnish at their expense all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts and equipment necessary for best practice to complete each project and be solely responsible for all work assigned by the District.

**Location(s) and dates(s) / Hours of Contracted Service:**  
Services will be provided for all District sites as needed.

**2. TERM OF AGREEMENT**

The term of this contract shall be for the period of **February 28, 2017 through February 27, 2018** with the option to renew annually for a period of two (2) additional years. Annual renewal acceptance will be based on the successful bidder and the School Board agreeing to specifications, terms and conditions and maintaining firm prices for the forthcoming year.

**3. COMPENSATION**

The School Board shall, upon completion of services by the Contractor, compensate the Contractor as follows which shall constitute the amount due under this Agreement. Agreements exceeding \$50,000 require School Board approval. The Contractor agrees to assume responsibility for all per diem and travel expenses, unless authorization to incur such expenses is granted by the School Board in advance of the expenditures being incurred. The Contractor shall be reimbursed for such approved expenditures as provided by §112.061 Florida Statutes, and School Board Policy 6550.

Hourly Rate for Labor	Regular Hours 7:00 am to 5:00 pm	Overtime Hours and Saturday	Sundays and Holidays
Journeyman	\$55.00	\$82.50	\$82.50
Apprentice	\$45.00	\$67.50	\$67.50
Sheet Metal Fabricator	\$50.00	\$75.00	\$75.00
Materials – Cost Plus	15%		
Equipment Rental – Cost Plus	10%		



**4. PAYMENT SCHEDULE**

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

- ☐ One lump sum payment in the amount of \$ \_\_\_\_\_ upon completion of services
- ☐ Partial payments in the amount of \$ \_\_\_\_\_ after/before each \_\_\_\_\_
- ☒ Payment of District approved invoices.

**5. REGULATIONS & ORDINANCES**

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

**6. ENTIRE AGREEMENT**

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

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- (d) Have not within the preceding five-year period had one or more public transactions (federal, state or local) terminated for cause or default.
- (e) Have not been debarred by the School Board pursuant to School Board policy 6320.

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

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

#### **23. WRITTEN NOTICE DELIVERY**

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



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

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

Contractor/Vendor: **Crowther Roofing**  
Contact's Name/Title: **Attn: Bobby Koder, Project Manager**  
Address: **15865 Assembly Loop**  
**Jupiter, Florida 33478**

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

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

**With a copy to:**

Department: **Physical Plant**  
Department Director: **Attn: Robert Michael**  
Address: **6500 57<sup>th</sup> Street**  
**Vero Beach, Florida 32967**

**With a copy to:**

Department: **Purchasing and Central Receiving**  
Department Director: **Attn: Jeff Carver**  
Address: **6055 62<sup>nd</sup> Avenue**  
**Vero Beach, Florida 32967**

## **24. INSURANCE REQUIREMENTS**

During the term of this Agreement, the Contractor shall maintain the following insurance coverage in accordance with the requirements hereinafter stated:

- i. Commercial general liability coverage with limits of at least \$1,000,000.00 per occurrence; \$2,000,000.00 aggregate.
- ii. Automobile liability coverage of at least \$200,000.00 per occurrence; \$600,000.00 aggregate.
- iii. Professional liability or errors and omissions insurance with coverage of at least \$100,000.00 per occurrence; \$300,000.00 aggregate.

The insurance shall be issued by insurers licensed and authorized to issue policies of insurance in Florida, and each policy required shall be issued by a carrier with preferably a BEST rating of A+ or better. **THE SCHOOL BOARD OF INDIAN RIVER COUNTY** shall be named as an additional insured on each policy and the Contractor shall provide certificates of insurance for each policy showing the SCHOOL BOARD as an additional insured, before beginning services under this contract.



Contract Number 08.0.2017/JC For Procurement Use Only)

**VENDOR/CONTRACTOR**

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

Crowther Roofing

Company Name

*Bobby Koder*

Signature of Vendor/Contractor

BOBBY KODER

Printed Name of Vendor/Contractor

2/14/17

Date

15865 ASSEMBLY LOOP

Address

JUPITER, FL 33478

(561) 624-9400 / (561) 624-9189

Telephone / Fax Number

BOBBY K @ CROWTHER.NET

Contact Email Address

FEIN (BUSINESS)

65-0653836

SS# (INDIVIDUAL)

The School Board of Indian River County, Florida

Signature of Chairman, School Board of Indian River County, FL

Mr. Charles G. Searcy

Printed Name of Chairman, School Board of Indian River County, FL

February 28, 2017

Date of Board Approval

6500 57<sup>th</sup> Street

Address

Vero Beach, FL 32967

**Approval to Award Request for Proposal (RFP) #06-1-2017/JC to All Pro Security Services, LTD for Security Officer Services - Mr. Morrison**

The purpose and intent of this RFP is to secure firm fixed hourly rates for security officer services. The main focus at this time is fifty hours per week at Gifford Middle School. The District reserves the right to add or delete campuses at any time during the contract period as necessary. Award was not on the basis of price alone, but to the proposer whose submission contained the most advantageous combination of hourly rates, qualifications, experience of staff assigned to this project, litigation and references. The estimated annual financial impact at this time is expected to be less than \$50,000. The term of this RFP is from February 28, 2017 through February 27, 2018 and may, by mutual agreement between the Board and the awardee, be renewed for two additional one year periods.

Notice of RFP was placed in the Indian River Press Journal on January 1, 2017 and also posted on Onvia DemandStar and the Purchasing Department's website. Five (5) bids were received by the deadline of 2:00 p.m. on January 17, 2017. The Evaluation Team reviewed each response and assigned points as follows:

*Legend: Award \_\_\_\_\_ Disqualify ( )*

Company Name	Points Assigned
(Florida Executive Security Agency, Inc.)	-
<u>All Pro Security Services, LTD</u>	272
Sunrise Security Agency and Maintenance, Inc.	214
American Guard Services, Inc.	214
Madison Security Group, Inc.	206

Florida Executive Security Agency, Inc. was disqualified per Paragraph 11.9 in the RFP which states "Proposals not conforming to the instruction provided herein will be subject to disqualification at the option of the Board". Bidder failed to disclose pending litigation, judgments or settlements within the past five (5) years stating they had none.

The Purchasing Department recommends award to All Pro Security Services, LTD as the best responsive and responsible bidder meeting specifications, terms and conditions.

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

<b>BID TABULATION</b>					
<b>School District of Indian River</b>					
<b>06-1-2016/JC RFP for Security Officer Services</b>					
Opened: 01.17.17 @ 2:00 pm					
Post: 02.15.2017					
Board: 02.28.2017					
Description					
Hourly Rate - Regular Time	\$10.99	\$12.15	\$14.00	\$15.24	\$15.65
Hourly Rate - Holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.	\$10.99	\$15.29	\$21.00	\$21.34	\$23.48

*Florida Executive Security Agency, Inc.  
Cutler Bay, FL*

*All Pro Security Services, LTD  
Franklin, MI*

*Sunrise Security Agency and  
Maintenance, Inc. Miami, FL*

*American Guard Services, Inc.  
Carson, CA*

*Madison Security Group, Inc.  
West Palm Beach, FL*





## Quote

330 3rd Street South  
Saint Petersburg, FL 33701  
Mike Puhlovich  
941-926-6511

**Number** AAAQ10057

**Date** Feb 15, 2017

### Sold To

**School District of Indian River County**

Pete Jackson

6500 57th Street  
Vero Beach, FL 32967  
United States

**Phone** (772) 633-1341

### Ship To

**School District of Indian River County**

Pete Jackson

6500 57th Street  
Vero Beach, FL 32967  
United States

**Phone** (772) 633-1341

Qty	Description	Unit Price	Ext. Price
	250 R710 Access Points, 250 licenses (perpetual) and 250 support SKU's for added licenses. Bid reference is a national contract awarded by PEPPM National Cooperative Contracts through the Technology Bidding and Purchasing Program.		
250	Ruckus R710 - Dual-Band 802.11abgn/ac Indoor Access Point, 4x4:4 Streams, includes limited lifetime warranty	\$661.75	\$165,437.50
250	Ruckus AP management license for SZ-100/vSZ 3.X, good for 1 Ruckus access point	\$65.00	\$16,250.00
250	SLED Premium WatchDog Support for SZ/vSZ AP management license, 1 Year	\$15.00	\$3,750.00

Please contact me if I can be of further assistance.

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

PO Number: \_\_\_\_\_

Please Scan and Email Approved Documents to: [mpuhlovich@maxis360.net](mailto:mpuhlovich@maxis360.net)

<b>SubTotal</b>	\$185,437.50
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$185,437.50</b>



Main Phone Number: (407) 786-9600

[www.maxis360.com](http://www.maxis360.com)

Tech Support Number: (321) 214-2222  
1 of 2

## Maxis360 Terms and Conditions

By signing you authorize the purchase of goods and services listed above and also agree to the following:

1. All sales are final because the equipment is customized to meet the needs of the purchaser.
2. Maxis360 makes no warranties of any kind, expressed or implied on its' own regarding the functionality of hardware or software; but instead relies on the warranties provided by the manufacturer of each product.
3. Maxis360 warrants that any services provided under this agreement will be performed in a professional manner; but should unforeseen complications arise, Maxis360 shall not be held liable for any loss of profits, business goodwill, data loss or business interruption, either incidental or consequential.
4. Customer agrees that Maxis360 employees are its most valuable asset and that it has made significant investment in hiring, training and employment. Customer agrees that it will not attempt to hire Maxis360 employees while performing service under this agreement and for up to one (1) year thereafter. Further, if customer does successfully hire such employees it will pay Maxis360 two times the employees' annual salaries plus benefits as a penalty. All Maxis360 employees have enforceable employment contracts that address customer, vendor and competitor solicitation.
5. All new customers will be subject to a credit check.
6. Payment terms will be determined by the results of the credit entry and the following general guidelines: a) New customers ordering less than \$5000 are expected to pre-pay for equipment with the order. Any exception requires credit approval and CFO authorization. b) Orders between \$5,000 and \$50,000 require credit approval and a minimum deposit of 50% of the order total. c) Orders over \$50,000 require the customer or finance company to pay 50% of the project price prior to commencement of work and an additional 30% of the total on or before equipment delivery. d) Financing and leasing companies must be pre-approved by Maxis360. e) Terms of net due 30 days from invoice date may be offered to customers who have established a good payment history with Maxis360. f) Customers electing auto-debit via ach will receive a ½% discount for the entire invoice amount. g) Final payment is due upon delivery and installation. Customer agrees not to delay payment for minor outstanding items or third party issues beyond Maxis360's control.



Main Phone Number: (407) 786-9600

Tech Support Number: (321) 214-2222  
2 of 2



# PEPPM National Cooperative Contracts

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## Ruckus Wireless, Inc.

(Wireless networking products)

### Product Lines

[Descriptions](#)
[Complete List](#)
[A to C](#)
[D to K](#)
[L to R](#)
[S to Z](#)
[2017 New Awards](#)

**Awarded to Ruckus Wireless, Inc.**

Last PEPPM Pricing Update on January 20, 2017 01:15pm

PEPPM Pricing has been verified as of January 20, 2017 01:15pm

### Managed Print Solutions

[General Information](#)

### Product Line Information

### Additional Information

### Catalog Bids

[General Information](#)
[Audio Visual Products](#)
[General Hardware](#)
[& Software](#)
[Refurbished Computer](#)
[Systems & Parts](#)
[Remanufactured Laser](#)
[Toner & Ink Cartridges](#)

- [Current Price List \(PDF\)](#) - A comprehensive listing of available items
- [Vendor Contacts and Ordering Instructions](#) - How to order and address the PO
- [Manufacturer's Web Site](#) - Web site for this product line
- [Awarded Vendor's Web Site](#) - Web site for this vendor

- [Available to Universities](#)

### Vendor's Awarded Contracts:

- [Ruckus Wireless, Inc.](#)

### Authorized Reseller Of:

### Awarded Vendors

[Complete List](#)

### Authorized Resellers

[Sorted by Reseller](#)
[Sorted by Product Line](#)
[Official Notice](#)
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## Vendor Contacts and Ordering Instructions

All PEPPM orders should be faxed to PEPPM at **800-636-3779** or placed online through Epylon eCommerce. In the body of the purchase order, please include the following language: **"As per PEPPM 2016"**

**Product Line:** ZoneFlex indoor, outdoor and meshed Wi-Fi access points, ZoneDirector real-time traffic management platforms, ZoneSwitch 802.3af Power over Ethernet switches and FlexMaster wireless trending and analysis software. Additionally, we offer support contracts for software updates, technical assistance and product replacement services.

### Introduction

Ruckus Wireless has been in the WLAN business for more than ten years. Originally known for transporting delay/jitter-sensitive video, Ruckus has grown to address the hospitality, WISP, WBA, Carrier and enterprise markets with particular expertise in state/local government and education (K12 and HE). Our unique contribution to customers has been the continued development of our patented BeamFlex® technology to support the high speed 802.11n and 802.11ac wireless standards. BeamFlex is very different from omni-directional antennae systems in that we "focus" thousands of unique RF patterns to increase our coverage and greatly improve our ability to "hear" clients (by suppressing interference). Perhaps the greatest benefits are the **lower number of access points needed** for coverage and density, and **our incredibly simple installation**.

### Placing an Order via Fax:

1. Locate product and prices on PEPPM.org or through a sales representative.
2. Our posted PEPPM prices are for a quantity of 1. Please contact your local Ruckus Wireless field or inside sales representative if you are ordering for more than a single location, in order to determine if additional discounts may apply, or emailing [holly.davis@ruckuswireless.com](mailto:holly.davis@ruckuswireless.com)
3. Address the orders to:  
**Ruckus Wireless**  
c/o (Selected Reseller Name)  
Reseller Address
4. All quotes and orders should state "As per PEPPM 2016."
5. Fax the completed order to **800-636-3779**.
  - a. Your order will be reviewed and edited by PEPPM Staff.
  - b. You will be contacted to make any necessary corrections.
  - c. Your order will be issued to the vendor within 24 hours during the business week after all (if any) corrections are made.
  - d. Your order will be archived for audit support.
6. Standard shipping is included on all orders over \$500.00.

## Placing an order Online:

Before placing an online order, make sure that your Ship-to Address has been entered by the individual in your organization that manages your Epylon information. Click on My Profile\_My Ship-to Addresses to view the addresses available on your account. If it is not listed, you must add it before creating the PO form. Ship-to Addresses are added under Accounts\_Ship-to Addresses.

1. Login to Epylon at [www.epylon.com](http://www.epylon.com).
2. Click on the Contracts tab.
  - a. Choose between a "line item" or "contracts" search.
  - b. Select **Ruckus Wireless** from the Vendor (Awardee) list.
  - c. Click "Search."
3. Add selected line items to a List.
4. Assign a reseller to the item by using the checking the box next to the item and clicking the "Assign Distributor" button.
5. To request a volume price break, add items to a Spot Price Check form along with your desired quantity and a Response Due Date. The vendor will be notified of your request via email. Once they respond, you'll be notified and can view the response on Epylon. (After viewing a winning response, continue with the instructions that follow.)
6. Add selected items to a Purchase Order form.
7. Click "Submit" after entering a valid PO number and shipping address.
  - a. The PEPPM contract will automatically be referenced in your PO.
  - b. You will retain a copy of the sent purchase order in your Epylon account. A Printable Version is also available.
  - c. The order will immediately be viewable by the vendor.
  - d. Your order will be archived for audit support.
8. Standard shipping is included on all orders over \$500.00.

For any assistance using Epylon, contact [service@epylon.com](mailto:service@epylon.com) or call 888-211-7438.

## Reseller Listing

Orders may not be faxed directly to these resellers. All orders must be placed through the PEPPM fax number (800-636-3779) or Epylon eCommerce to assure PEPPM bid protection.

Select one of the authorized resellers/dealers listed below and address the orders to:

**Ruckus Wireless**  
c/o (Selected Reseller Name)  
Reseller Address

In the body of the purchase order, please include the following language: "As per PEPPM 2016"

Below is the current list of Authorized Ruckus PEPPM Contract Resellers:

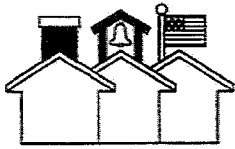
**Ruckus Wireless  
Authorized Resellers**

Company	Address	Contact	Phone	Email
IPC Technologies	7200 Glen Forest Drive, Suite 100 Richmond, VA 23266	Jan Danielson, Office Manager	804-622-7263	<a href="mailto:jdanielson@ipctech.com">jdanielson@ipctech.com</a>
WiFi Integrators for Innovation	738 & 1/2 North New Street, West Chester, PA 19380	Robert Carmody, CEO	610-455-4265 x 701	<a href="mailto:bobc@integratingwifi.com">bobc@integratingwifi.com</a>
Maxis360	711 Ballard Street, Altamonte Springs, FL 32701	Tony Wells, Senior VP of Sales	954-757-1448	<a href="mailto:twells@maxis360.net">twells@maxis360.net</a>
Catalyst Computer Technologies LLC	25 S. Arizona Place Ste 230, Chandler, AZ 85225	Phillip Biel	(480) 391-6442	<a href="mailto:pbiel@cct247.com">pbiel@cct247.com</a>
DecoTech Systems, Inc.	1180 Mount Diablo Blvd Walnut Creek, CA 94596	Jeslin Rodriguez	925-954-1520	<a href="mailto:jeslin4@decotech.com">jeslin4@decotech.com</a>
Allied Telesis	3200 North First Street San Jose, CA 95134	Rosa Segovia	408-519-8692	<a href="mailto:rosa_segovia@alliedtelesis.com">rosa_segovia@alliedtelesis.com</a>
Right! Systems, Inc.	2600 Willamette Drive NE Lacey, WA 98516	Sean Padget	360-528-8604	<a href="mailto:spadget@rightsys.com">spadget@rightsys.com</a>
Connect802 Corporation	111 Deerwood Road S 200 San Ramon, CA 94583	Anita Lenk	925-552-0802	<a href="mailto:anita@connect802.com">anita@connect802.com</a>
Netvad, Inc	1430 Blue Oaks Blvd # 110 Roseville, CA 95747	Jeremy Caudill	916-797-2200	<a href="mailto:jc@netvad.com">jc@netvad.com</a>
AMS.NET, Inc.	502 Commerce Way Livermore, CA 94551	Thomas Vasconi	925-245-6100	<a href="mailto:tvvasconi@ams.net">tvvasconi@ams.net</a>
Quest Media & Supplies	5822 Roseville Road Sacramento, CA 95842	Doreen Salvage	916-338-7070	<a href="mailto:doreen_salvage@questsys.com">doreen_salvage@questsys.com</a>
Data Impressions	17418 Studebaker Road Cerritos, CA 90703	Jack Mele	562-207-9050	<a href="mailto:jack@dataimpressions.com">jack@dataimpressions.com</a>
Continental Computers	920 N. Nash St, Bldg B El Segundo, CA 90245	Ronen Isaac	310-416-1200	<a href="mailto:ronen@conticomp.com">ronen@conticomp.com</a>
On Target Voice and Data	357 West Grove Ave Orange, CA 92865	Mark Travers	714-363-0501	<a href="mailto:markt@teamentarget.com">markt@teamentarget.com</a>
Insight Systems Exchange	7012 Belgrave Avenue Orange, CA 92841	Larry McCreanor	714-939-2800	<a href="mailto:lmccreanor@insightinvestments.com">lmccreanor@insightinvestments.com</a>
Structured Communication Systems	12901 SE 97th Ave, Suite 400 Clackamas, OR 97015	Jim Crossley	503-513-9979	<a href="mailto:jcrossley@structured.com">jcrossley@structured.com</a>
Westron Communication	2611 Internet Blvd., S-	David Casey	972-546-1441	<a href="mailto:dcasey@westron.com">dcasey@westron.com</a>



CDW Government LLC	230 N. Milwaukee Ave. Vernon Hills, IL 60061	Mel Hennessey	866-785-2472	<a href="mailto:bids@cdwg.com">bids@cdwg.com</a>
P A Thompson Engineering Co., Inc.	2205 Fleetwood Drive Riverside, CA 92509	Shawn Cox	951-784-7270 x133	<a href="mailto:scox@thompsonsone.com">scox@thompsonsone.com</a>
Teknique IT	8554 Hamilton Ave Huntington Beach, CA 92646	Lee Tarnutzer	714-406-2810	<a href="mailto:ltarnutzer@tekniqueit.com">ltarnutzer@tekniqueit.com</a>
Brightstack	450 Seventh Ave Ste. 802 New York, NY 10123	Lou Person	212-812-9450	<a href="mailto:lou@brightstack.com">lou@brightstack.com</a>
Let's Think Wireless, LLC (LTW)	26 Chapin Road – Unit 1112 Pine Brook, NJ 07058	Craig Lerman	973-882-3982	<a href="mailto:clerman@ltw.com">clerman@ltw.com</a>
KIT Communications	1340 East Cedar St Annville, PA 17003	Tracey Schafer	717-507-1755	<a href="mailto:tracey@KIT-Communications.com">tracey@KIT-Communications.com</a>
TechNet Partners Inc.	2262 Rutherford Rd. #106 Carlsbad, CA 92008	Brian Schumann	760-683-8393	<a href="mailto:bschumann@technetpartners.com">bschumann@technetpartners.com</a>
Advanced Classroom Technologies, Inc.	13350 – 41 <sup>st</sup> Ave NE #B Marysville, WA 98271	Jimmy Williamson	800-355-2905	<a href="mailto:jimw@act-ol.com">jimw@act-ol.com</a>
The Breaker Group, Inc.	32 Mill Street Mount Holly, NJ 08060	Randy Weaver	609-267-1330	<a href="mailto:randy@breakergroup.com">randy@breakergroup.com</a>
Vann Data Services, Inc.	1801 Dunn Ave Daytona Beach, FL 32114	Todd Huffstickler	386-236-2700	<a href="mailto:todd@vanndata.com">todd@vanndata.com</a>
Velocity Networks, Inc	2503 W 15 <sup>th</sup> St. Suite 10 PO Box 9008 Erie, PA 16505	Matt Wiertel	814-833-9111 x356	<a href="mailto:Matt.wiertel@velocitynetwork.net">Matt.wiertel@velocitynetwork.net</a>
Millennium Communications Group, Inc.	11 Melanie Lane, Unit 13, East Hanover, NJ	Pragnesh Amin	973-929-2543	<a href="mailto:pamin@millenniuminc.com">pamin@millenniuminc.com</a>
JourneyEd.com, Inc.	5212 Tennyson Parkway, Suite 130 Plano, TX 75024	Charity Kountz	800-876-3507 ext 7103	<a href="mailto:contracts@journeyed.com">contracts@journeyed.com</a>
Xtel Communciations	401 Route 73 North 10 Lake Center Executive Park, Suite 106 Martlon, NJ 08053	Brian Flynn	856-596-9777	<a href="mailto:bflynn@xtel.net">bflynn@xtel.net</a>
ByteSpeed	3131 24 <sup>th</sup> Ave South Moorhead, MN 56560	Nate Sundby	877-553-0777 x 499	<a href="mailto:sales@bytespeed.com">sales@bytespeed.com</a>
Vology	4035 Tampa Road, Suite 6000 Oldsmar, FL 34677	Skylar McKay	813-387-4140	<a href="mailto:smckay@vology.com">smckay@vology.com</a>
Promedia Technology Services, Inc	535 US Highway 46 East Little Falls, NJ 07424	Wm. Paul Nolan, COO	973-253-7600	<a href="mailto:pnolan@promedianj.com">pnolan@promedianj.com</a>

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# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

## CHARGING LETTER – REVISED February 2, 2017

January 20, 2017

Ms. Alison Moody  
926 17<sup>th</sup> Avenue  
Vero Beach, FL 32960

### **VIA: Certified U.S. Mail and/or Hand Delivery**

Dear Ms. Moody:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions constitute just cause for you to be suspended from work without pay for a period of **three (3) days**. This correspondence informs you of the District's findings and of your right to a hearing.

This recommendation is being made in accordance with School Board Policy 3140.01.

You have a right to a hearing as provided in School Board Policy 3140 and in Florida Statute Section 1012.33(6). If you want a hearing to challenge your recommended suspension without pay, then you must make a written request for a hearing by delivering a copy of the written request to the Superintendent on or before 4:00 p.m. on February 17, 2017. The Superintendent's office is located at the School Board offices, 6500 57<sup>th</sup> Street, Vero Beach, Florida.

If you timely request a hearing prior to the deadline stated above, then I will share your timely hearing request with the School Board at its regularly scheduled meeting on February 28, 2017. If you timely request a hearing in writing, a hearing will be held pursuant to the Florida Administrative Procedures Act, as set forth in Chapter 120, Florida Statutes, in Florida Statute Section 1012.33 and School Board Policies. This hearing will be either before the School Board or an administrative law judge assigned by the Florida Division of Administrative Hearings, as provided for in Florida Statute Section 1012.33(6). If you do not timely request a hearing, the suspension will be scheduled in accordance with the needs of the District and the dates will be shared with you, in writing.

"Educate and inspire every student to be successful"

Shawn R. Frost • Dale Simchick • Laura Zorc • Charles G. Searcy • Tiffany M. Justice  
District 1 • District 2 • District 3 • District 4 • District 5

"To serve all students with excellence"  
Equal Opportunity Educator and Employer

My recommendation that you be suspended is based on the fact that your acts or omissions provide just cause for suspension for misconduct in office and gross immorality in that:

You are a teacher in the Career and Technical Education area. During the 2015-16 and 2016-17 school years, you taught a class at Vero Beach High School where an industry certification test was administered. The results of these annual tests were used for several purposes:

1. Students who passed the test and earned industry certification received a certificate to demonstrate competency as they entered the work force,
2. Some students who passed the industry certification test qualified for a high school mathematics credit,
3. Industry certification results were used within the computation of School Grades at your school,
4. Industry certification results were used to allow you to personally qualify for an industry certification bonus up to \$2,000 annually, and
5. Results on your students' industry certification tests allowed you to qualify for performance pay as an element of your evaluation.

Prior to the administration of the exams in April 2016, you took the QuickBooks exam yourself under the alleged supervision of a proctor. On one occasion, you took the exam to earn your own certification renewal. On two other occasions, by your own admission, you took and visually shared the actual exam in front of your class to prepare them for when they subsequently took the exam themselves.

Your actions of accessing the test and sharing it with your students caused the testing company, Certiport, to invalidate all of your students' tests. In fact, your actions of accessing the test, releasing the questions, and giving students time during the test when they could prepare after having seen the test caused the testing company, Certiport, to invalidate all of your school's tests for the 2015-16 and 2016-17 school years.

The impacts of this include:

1. All students' tests were invalidated for the 2015-16 and 2016-17 school years, causing them to lose their industry certification.
2. Your actions place students' math credits in jeopardy,
3. The school grade is at risk of being altered by the Florida Department of Education.
4. The reputation of Vero Beach High School as being a school that operates with integrity has been compromised.
5. Current students will be unable to use assessments administered by Certiport because the company has suspended Vero Beach High School from using the program.
6. Your actions constitute attempted fraud, given that you are eligible for industry certification bonuses in the amount of \$2,000 per year for student industry certification performance.

7. Your actions also constitute attempted fraud, because you are eligible for salary increases for student performance, which is in part based on industry certification results.

Accordingly, your actions place you in violation of Florida Administrative Code 6A-10.081 Principles of Professional Conduct for the Education Profession in Florida and School Board Policy 3210, specifically:

- (1)(b) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment *and integrity* (italics for emphasis).
- (1)(c) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.
- (2)(a)4. ... (the individual) shall not intentionally suppress or distort subject matter relevant to the student's academic program.
- (2)(c)1. ... (the individual) shall maintain honesty in all professional dealings, and
- (2)(c)8. ... shall not submit fraudulent information on any document in connection with professional activities

Furthermore, your actions violate Florida Administrative Code 6A-10.083(2)(c), which defines, "An intentional violation of test or exam security protocols with the purpose of altering the results for the personal benefit of the educator or which results in a negative impact upon a student or school, such as the invalidation of a student's results/score or requiring a student to re-take a test or use an alternate assessment measure," as an act of gross immorality.

Additionally, the District has sufficient cause to demonstrate that you have violated Board Policy 2623, which requires adherence to Test Administration and Security rules established under State Statute. Specifically, your actions are in violation of FS 1008.24 as follows: A person may not knowingly and willfully...

- 1(a) give examinees access to test questions prior to testing;
- 1(b) copy, reproduce, or use in any manner inconsistent with test security rules all or any portion of any secure test booklet;

Your actions violate the Certiport Testing Protocols, which you electronically agreed to follow. The specific violations include failure to:

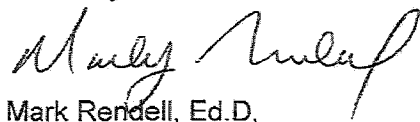
- Ensure security of the examination environment and session during a candidate's test session.
- Verify time limits and use of only approved materials (if stipulated) during the examination process.
- Proctor will treat examination materials as confidential and keep them secure.

Your actions also constitute attempted fraud as defined by Policy 8700. Fraud is defined as the intentional, false representation or concealment of a material fact in order to personally benefit. In this case, your improper implementation of testing protocols and abuse of your role as a proctor allow you to gain financially through performance pay and industry certification pay.

You have the right to obtain representation of your choice to assist you, if you should desire representation. If you take no action or fail to timely request a hearing in writing, then the suspension dates will be scheduled and communicated to you in written form.

If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation of your suspension, please contact School Board Attorney Suzanne D'Agresta at the law offices of Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box 2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

Sincerely,



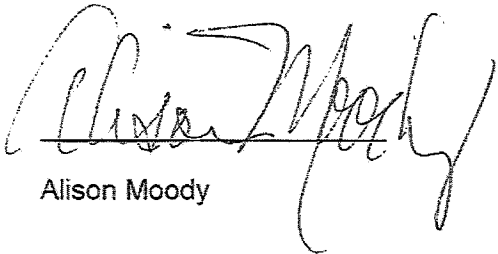
Mark Rendell, Ed.D,  
Superintendent

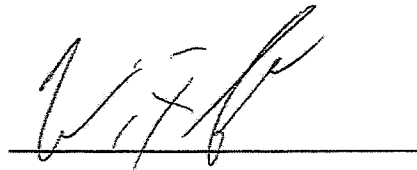
C William Fritz, Ph.D., Assistant Superintendent of Human Resources and Risk Management  
Shawn O'Keefe, Principal, Vero Beach High School  
Suzanne D'Agresta, School Board Attorney  
Personnel File  
Office of Professional Practices ✓



February 2, 2017

I hereby acknowledge receipt of the attached Suspension Letter from Dr. Mark Rendell,  
Superintendent of Schools.

  
Alison Moody

  
Witness

2/2/17  
Date

2/2/17  
Date

DUBINER & WILENSKY, L.L.C.  
ATTORNEYS AT LAW  
1200 Corporate Center Way, Suite 200, Wellington, FL 33414-2108  
Tel: (561) 655-0150 Fax: (561) 833-4939

MICHAEL DUBINER  
MARK WILENSKY

Email: dubiner\_wilensky@bellsouth.net

February 17, 2017

Dr. Mark J. Rendell  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

RE: Alison Moody

Dear Dr. Rendell:

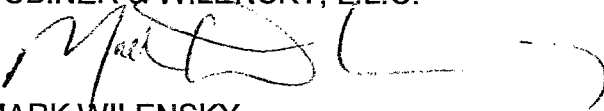
As you know, the undersigned represents the interests of Alison Moody.

I have reviewed a copy of your correspondence to my client entitled "CHARGING LETTER - REVISED February 2, 2017," seemingly dated January 20, 2017, although hand delivered on February 2, 2017. Pursuant to Section 1012.33 Florida Statutes (2015), the applicable School Board Policies, and the Collective Bargaining Agreement, Ms. Moody hereby notifies you of her intent to exercise her right to a hearing pursuant to Chapter 120 Florida Statutes (2015), to challenge your recommendation that she be suspended from her position as a teacher with the School District of Indian River County.

Your letter indicates that upon your receipt of this notification, you will share the content of this letter with the School Board at its meeting of February 28, 2017. My client will seek to be heard at that time in opposition to your recommendation.

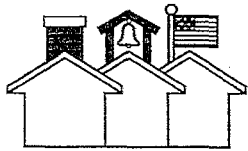
Very truly yours,

DUBINER & WILENSKY, L.L.C.

  
MARK WILENSKY

MW/rap

cc: David Miklas, Esq.  
Suzan D' Agresta, Attorney-At-Law



# School District of Indian River County

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

Mark J. Rendell, Ed.D. - Superintendent

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## **CHARGING LETTER – REVISED January 20, 2017**

January 6, 2017

Mr. Ralph Vaughn  
8602 Paso Robles Blvd.  
Ft. Pierce, Florida 34951

### **VIA: Certified U.S. Mail and/or Hand Delivery**

Dear Mr. Vaughn:

This letter charges you with acts or the failure to act when you had a duty to act as an employee of the School District of Indian River County, Florida ("the District"). These acts or omissions constitute just cause for you to be suspended from work without pay for a period of **five (5) days**. This correspondence informs you of the District's findings and of your right to a hearing.

This recommendation is being made in accordance with School Board Policy 3140.01.

You have a right to a hearing as provided in School Board Policy 3140 and in Florida Statute Section 1012.33(6). If you want a hearing to challenge your recommended suspension without pay, then you must make a written request for a hearing by delivering a copy of the written request to the Superintendent on or before 4:00 p.m. on February 17, 2017. The Superintendent's office is located at the School Board offices, 6500 57<sup>th</sup> Street, Vero Beach, Florida.

If you timely request a hearing prior to the deadline stated above, then I will share your timely hearing request with the School Board at its regularly scheduled meeting on February 28, 2017. If you timely request a hearing in writing, a hearing will be held pursuant to the Florida Administrative Procedures Act, as set forth in Chapter 120, Florida Statutes, in Florida Statute Section 1012.33 and School Board Policies. This hearing will be either before the School Board or an administrative law judge assigned by the Florida Division of Administrative Hearings, as provided for in Florida Statute Section 1012.33(6). If you do not timely request a hearing, the suspension will be scheduled in accordance with the needs of the District and the dates will be shared with you, in writing.

"Educate and inspire every student to be successful"

Shawn R. Frost  
District 1

• Dale Simchick  
District 2

• Laura Zorc  
District 3

• Charles G. Searcy  
District 4

• Tiffany M. Justice  
District 5

"To serve all students with excellence"  
Equal Opportunity Educator and Employer

My recommendation that you be suspended is based on the fact that your acts or omissions provide just cause for suspending you without pay for misconduct in office and gross immorality in that:

You are a teacher in the Career and Technical Education area. During the 2013-14, 2014-15, 2015-16, and 2016-17 school years, you taught a class at Vero Beach High School where an industry certification test was administered. The results of these annual tests were used for several purposes:

1. Students who passed the test and earned industry certification received a certificate to demonstrate competency as they entered the work force,
2. Some students who passed the industry certification test qualified for a high school mathematics credit,
3. Industry certification results were used within the computation of School Grades at your school,
4. Industry certification results were used to allow you to personally qualify for an industry certification bonus up to \$2,000 annually, and
5. Results on your students' industry certification tests allow you to qualify for performance pay as an element of your evaluation.

On October 23, 2014, November 4, 2015, and April 8, 2016, you took the Adobe Dreamweaver test and/or Adobe Premiere Pro CC 2013 test/s yourself under several different fictitious student names. Some of these fake names on the rosters included "George George," "Sam Malone," and "George Washington." You admitted in your investigatory meeting you had done this under the names, "George Washington," "Speedy Gonzalez," and perhaps, "Abraham Lincoln." You took these tests under a proctor number assigned to you.

When asked the purpose of taking the tests, you indicated that the computers in your classroom were sometimes not operational and froze. You stated that you were attempting to ensure that students could take the test without problems. The proper procedure to address technological issues is to submit a help ticket to the technology department. District records show that you had submitted help tickets before, but that none were submitted in close proximity to the testing window. In fact, the last one you submitted was on January 21, 2015 (months apart from the issues in question). The purported purpose you have indicated is not plausible. Your actions of accessing the exam yourself prior to implementation with students created a material breach in the testing confidentiality requirements.

Further, the test was supposed to be administered in one seating. Based on evidence gathered in the District's investigation, it is clear by your own admission that you and a colleague implemented a practice, whereby students would unplug their computer data-wires, which caused the testing period to "freeze" overnight and students could resume their test the next day. This action allowed students to see the test questions, and have an additional night to prepare for the completion of the test the subsequent day. You indicated that this was done to ensure students had the full time period to complete the test. However, there were alternate ways to allow sufficient time within the existing school schedule, which would not have given students a full 23 hours after seeing the test questions to continue studying

for the test. This action is in violation of testing protocols required for administration by Certiport, the testing company, and the School District (See attachment).

In fact, your actions of accessing the test, releasing the questions, and giving students time during the test when they could prepare after having seen the test caused the testing company, Certiport, to invalidate all of your school's tests for the 2015-16 and 2016-17 school years.

The impacts of this include:

1. All students' tests were invalidated for the 2015-16 and 2016-17 school years, causing them to lose their industry certification.
2. Your actions place students' math credits in jeopardy.
3. The school grade is at risk of being altered by the Florida Department of Education.
4. The reputation of Vero Beach High School as being a school that operates with integrity has been compromised.
5. Current students will be unable to use assessments administered by Certiport because the company has suspended Vero Beach High School from using the program.
6. Your actions constitute attempted fraud, given that you are eligible for industry certification bonuses in the amount of \$2,000 per year for student industry certification performance.
7. Your actions also constitute attempted fraud, because you are eligible for salary increases for student performance, which is in part based on industry certification results.

Accordingly, your actions place you in violation of Florida Administrative Code 6A-10.081 Principles of Professional Conduct for the Education Profession in Florida and School Board Policy 3210, specifically:

(1)(b) The educator's primary professional concern will always be for the student and for the development of the student's potential. The educator will therefore strive for professional growth and will seek to exercise the best professional judgment *and integrity* (italics for emphasis).

(1)(c) Aware of the importance of maintaining the respect and confidence of one's colleagues, of students, of parents, and of other members of the community, the educator strives to achieve and sustain the highest degree of ethical conduct.

(2)(a)4. ...(the individual) shall not intentionally suppress or distort subject matter relevant to the student's academic program.

(2)(c)1. ...(the individual) shall maintain honesty in all professional dealings, and

(2)(c)8. ...shall not submit fraudulent information on any document in connection with professional activities

Furthermore, your actions violate Florida Administrative Code 6A-10.083(2)(c), which defines, "An intentional violation of test or exam security protocols with the purpose of altering the results for the personal benefit of the educator or which results in a negative impact upon a student or school, such as the invalidation of a student's results/score or requiring a student to re-take a test or use an alternate assessment measure," as an act of gross immorality.

Additionally, the District has sufficient cause to demonstrate that you have violated Board Policy 2623, which requires adherence to Test Administration and Security rules established under State Statute. Specifically, your actions are in violation of FS 1008.24 as follows: A person may not knowingly and willfully...

- 1(a) give examinees access to test questions prior to testing;
- 1(b) copy, reproduce, or use in any manner inconsistent with test security rules, all or any portion of any secure test booklet;

Your actions violate the Certiport Testing Protocols, which you electronically agreed to follow. The specific violations include failure to:

- Ensure security of the examination environment and session during a candidate's test session.
- Verify time limits and use of only approved materials (if stipulated) during the examination process.
- Proctor will treat examination materials as confidential and keep them secure.

Your actions also constitute attempted fraud as defined by Policy 8700. Fraud is defined as the intentional, false representation or concealment of a material fact in order to personally benefit. In this case, your improper implementation of testing protocols and abuse of your role as a proctor allowed you to gain financially through performance pay and industry certification pay.

The determination of the number of days for the suspension (five) is related to the fact that you have previously been disciplined by the School District. The number of days, therefore, is based on progressive discipline.

You have the right to obtain representation of your choice to assist you, if you should desire representation. If you take no action or fail to timely request a hearing in writing, then the suspension dates will be scheduled and communicated to you in written form.

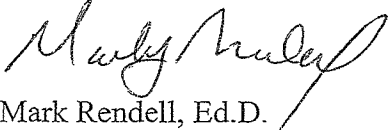
If you have any questions concerning this matter or the procedures that are being followed regarding my recommendation of your suspension, please contact School Board Attorney Suzanne D'Agresta at the law offices of Garganese, Weiss & D'Agresta, P.A., 111 North Orange Avenue, Suite 2000, P.O. Box



2873, Orlando, Florida 32802, or call Mrs. D'Agresta at (407) 425-9566, or have your attorney or other representative contact Mrs. D'Agresta.

This letter supersedes and replaces any previous letters pertaining to this matter. Such previous letters shall be deemed null and void by the School Board of Indian River County.

Sincerely,

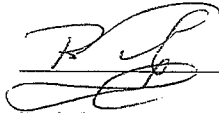
A handwritten signature in black ink, appearing to read "Mark Rendell". The signature is fluid and cursive, with the first name "Mark" and last name "Rendell" clearly distinguishable.

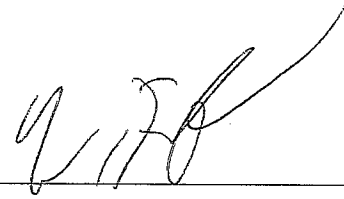
Mark Rendell, Ed.D.  
Superintendent

Cc: William Fritz, Assistant Superintendent for Human Resources and Risk Management  
Shawn O'Keefe, Principal, Vero Beach High School  
Suzanne D'Agresta, School Board Attorney  
Mark Wilensky, Attorney ✓  
Personnel File

February 2, 2017

I hereby acknowledge receipt of the attached Suspension Letter from Dr. Mark Rendell,  
Superintendent of Schools.

  
\_\_\_\_\_  
Ralph Vaughn

  
\_\_\_\_\_  
Witness

2-2-17  
\_\_\_\_\_  
Date

2/2/17  
\_\_\_\_\_  
Date

DUBINER & WILENSKY, L.L.C.  
ATTORNEYS AT LAW  
1200 Corporate Center Way, Suite 200, Wellington, FL 33414-2108  
Tel: (561) 655-0150 Fax: (561) 833-4939

MICHAEL DUBINER  
MARK WILENSKY

Email: dubiner\_wilensky@bellsouth.net

February 17, 2017

Dr. Mark J. Rendell  
6500 57<sup>th</sup> Street  
Vero Beach, FL 32967

RE: Ralph Vaughn

Dear Dr. Rendell:

As you know, the undersigned represents the interests of Ralph Vaughn.

I have reviewed a copy of your correspondence to my client entitled "CHARGING LETTER - REVISED January 20, 2017," seemingly dated January 6, 2017, although hand delivered on February 2, 2017. Pursuant to Section 1012.33 Florida Statutes (2015), the applicable School Board Policies, and the Collective Bargaining Agreement, Mr. Vaughn hereby notifies you of his intent to exercise his right to a hearing pursuant to Chapter 120 Florida Statutes (2015), to challenge your recommendation that he be suspended from his position as a teacher with the School District of Indian River County.

Your letter indicates that upon your receipt of this notification, you will share the content of this letter with the School Board at its meeting of February 28, 2017. My client will seek to be heard at that time in opposition to your recommendation.

Very truly yours,

DUBINER & WILENSKY, L.L.C.



MARK WILENSKY

MW/rap

cc: David Miklas, Esq.  
Suzan D'Agresta, Attorney-At-Law

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