



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

500 East Ocean Blvd • Stuart, Florida 34994 • Telephone (772) 219-1200 Ext: 30200 • Facsimile: (772) 219-1231

AGENDA REGULAR SCHOOL BOARD MEETING

Tuesday, December 18, 2012 – 6:00 p.m.

School Board Meeting Room

500 E. Ocean Blvd.

Stuart, FL 34994

Call to Order by the Chairman and Pledge of Allegiance to the Flag of the United States

1. **Adoption of the Agenda:**
 - 1.01 **Additions, Deletions or Amendments to the Agenda**
 - 1.02 **Approval of the Agenda**

2. **Approval of the Minutes:**
 - 2.01 **November 20, 2012 – Special School Board Reorganizational Meeting**
 - 2.02 **November 20, 2012 – Special Martin County School Board Leasing Corporation Meeting**
 - 2.03 **November 20, 2012 – Regular School Board Meeting**

3. **Updates**
 - 3.01 **Student Representative – Rachel Ethridge**

4. **Recognitions:**
 - 4.01 **2011-2012 Imagine Nation Top 50 School – J.D. Parker Elementary Staff and Students (P. 5 – P. 6)**
 - 4.02 **Employee Emma Mike – 31+ Years of Service**
 - 4.03 **Employee Spotlight – Shaun Southwick**

5. **Presentations:**
 - 5.01 **Head Start Governance – Deana Hughes Newson (P. 7 – P. 8)**

6. **Open to the Public**

7. **Approve Finance Items:**
 - 7.01 **Purchase Orders (P. 9 – P. 10)**
 - 7.02 **Monthly Financial Statement (P.11 – P. 28)**
 - 7.03 **General Fund Budget Amendment (P. 29 – P. 32)**
 - 7.04 **Approve Northern Trust Investors Quarterly Review Ending September 30, 2012 (P. 42 – P. 33)**
 - 7.05 **Approve Reimbursement to District in Mershon v. School Board (P. 43)**
 - 7.06 **Authorize Superintendent to Contract for Financial Consultative Services in an Amount of \$6,000 with Tim Barger (P. 44)**

Laurie J. Gaylord, Superintendent

School Board Members: Maura Barry-Sorenson • Michael J. Busha • Michael DiTerlizzi • Rebecca Negron • Marsha Powers

“An Equal Opportunity Agency”

CONSENT AGENDA ITEMS 8 through 14

8. **REMOVAL OF ITEMS FROM THE CONSENT AGENDA**
9. **Items of CONSENT – Approve New Agreements:**
 - 9.01 **Approval of Memorandum of Agreement Between the American Federation of State, County and Municipal Employees (AFSCME) and the Martin County School District Regarding Settlement of Reprographics Overtime Grievance (P. 45 – P. 46)**
 - 9.02 **Approval of Memorandum of Agreement between the American Federation of State, County and Municipal Employees (AFSCME) and the Martin County School District Regarding Karen Weiss’ 2012/13 Salary Level Status (P. 47 – P. 48)**
10. **Items of CONSENT – Approve Addenda to Agreements –**
 - 10.01 **Approval of an Amendment to the Standard Group Life Insurance Policy to Clarify that an Employee May Not Be Insured as Both an Active Employee and a Retired Employee (P. 49 – P. 50)**
11. **Items of CONSENT – Approve Renewal Agreements –**
 - 11.01 **Provider Agreement-School Readiness Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc. and The School Board of Martin County – Extended Day Program (P. 51 – P. 66)**
12. **Items of CONSENT – Approve Grants – NONE**
13. **Items of CONSENT – Approve Personnel Items**
 - 13.01 **Schedule of Personnel Recommendations (P. 67 – P. 72)**
 - 13.02 **Leaves Recommended for Board Approval (P. 73 – P. 74)**
 - 13.03 **Approval of Revised 2011-2012 Salary Schedule Pages 32, 33, and 37 (P. 75 – P. 78)**
 - 13.04 **Approve Revised Job Description for Augmentative Communication/Assistive Technology Assistant (P. 79 – P. 84)**
14. **Items of CONSENT – Other Consent Items**
 - 14.01 **Use of Facilities (P. 85 – P. 86)**
 - 14.02 **Field Trips / Use of Buses / Vehicles (P. 87 – P. 88)**
 - 14.03 **Declaration of Surplus Property (P. 89 – P. 91)**
 - 14.04 **Report of Released Purchase Items (P. 92 – P. 95)**
 - 14.05 **Head Start Policy Council Minutes for September 28, 2012; Enrollment Report, Meal Counts, and Financial Statements, September and October 2012 (P. 96 – P. 108)**
 - 14.06 **Head Start Community Partnerships Policies and Procedures-Revised (P. 109 – P. 131)**
 - 14.07 **Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Policies and Procedures-Revised (P. 132 – P. 146)**

- 14.08 Approval of a Resolution by the School Board to Authorize the Execution of Future Amendments by the Superintendent and/or Designee for the 457(b) Deferred Compensation Plan for Governmental Employees as Required by the Internal Revenue Service (P. 147 – P. 148)
- 14.09 Approval of a Resolution on Sequestration to Urge Congress and the Administration to Amend the Budget Control Act to Mitigate the Drastic Cuts to Education (P. 149 – P. 150)
- 14.10 Approve Updates to Student Progression Plan for 2012/2013 School Year * (P. 151)
- 14.11 Flexibility with Class Size Maximums (P. 152 – P. 158)

15. ITEMS REMOVED FROM THE CONSENT AGENDA

16. Approve Bid / RFP / RFQ Recommendations - NONE

17. Approve Construction Items –
 - 17.01 Request Board's Approval to Piggyback Palm Beach County School's Bid # 10C-54B for Playground Equipment, Surfacing, Shade Structures and Fitness Trails (P. 159 – P. 168)
 - 17.02 Palm City Elementary School Building 16 Reroofing – Final Acceptance and Release of Final Payment to Leeward Roofing (P. 169 – P. 181)
 - 17.03 Final Payment of Retainage and Acceptance of Bradford Electric on the Murray Middle School Structured Cabling Renovation Project (P. 182 – P. 186)
 - 17.04 GED / Adult Education Instructional Center @ Port Salerno Learning Center – Approval of A/E Contract (P. 187 – P. 208)
 - 17.05 Jensen Beach High School – Art Lab Renovations – Approval of A/E Contract (P. 209 – P. 231)
 - 17.06 South Fork High School – Art Lab Renovations – Approval of A/E Contract (P. 232 – P. 254)
 - 17.07 Martin County High School – Chiller Utility Line Extension – Approval of A/E Contract Amendment (P. 255 – P. 263)
 - 17.08 Instructional Center – ESE Office Relocation – Approval of A/E Contract (P. 264 – P. 287)
 - 17.09 Martin County High School Phase IIIA – New Classroom Building – Change Order #2 – Adult Education and Polished Concrete Flooring (P. 288 – P. 319)
 - 17.10 Martin County High School – Demolition of Buildings 3, 4 and 7 and Remodeling of Buildings 6 and 82 – Approval of A/E Fee Proposal (P. 320 – P. 334)

18. Approve Rule Revisions - First Review and Approval Adv. Per APA of School Board Policy – NONE

19. Approve Rule Revisions – Public Hearing of School Board Rule – NONE

20. Approve Other Items
 - 20.01 Discuss Preference on Bids for In-House Counsel v. Outside Counsel (P. 335 – P. 341)

- 20.02 Approve Extension of Services with Fox, Wackeen, Dungey, Beard, Bush, Goldman, Kilbride & McCluskey through March 30, 2013 (P. 342)
- 20.03 Value Adjustment Board Appointment (P. 343)
- 20.04 Approval of Martin County School Impact Fee – Technical Report (P. 344 – P. 377)

- 21. Open to the Board
 - 21.01 Chairperson's Committee Appointments for 2012/2013

- 22. School Board Attorney, Robert Kilbride, is Requesting an Attorney/Client Shade Session

- 23. Open to the Board

***Exhibit / Additional Backup Available for Review**

NOTICE OF RIGHT TO JUDICIAL REVIEW:

A party who is adversely affected by the Final order is entitled to Judicial review pursuant to Section 120.68 Florida Statutes. Review proceedings are governed by the Florida Rules of Appellate Procedure. Such proceedings are commenced by filing one copy of a Notice of Appeal with the School Board Clerk and a second copy accompanied by filing fees prescribed by law, with the District Court, Fourth District. The Notice of Appeal must be filed within 30 days of rendition of the order to be reviewed accurately and completely preserve all testimony in the proceedings, and, on the request of any party, it shall make a full or partial transcript available at no more than actual costs.

Accommodations are available for persons with special needs. Please call 219-1200 X 30222 for assistance.



UPCOMING MEETING SCHEDULE

Unless noted otherwise, all School Board Meetings are held in the School Board Meeting Room, Instructional Center, 500 E. Ocean Blvd., Stuart, FL

REGULAR MEETINGS

- Tuesday, December 18, 2012 – 6:00 p.m.
- Tuesday, January 15, 2013 – 6:00 p.m.
- Tuesday, February 19, 2013 – 6:00 p.m.

WORKSHOP

- Tuesday, December 18, 2012 – 5:00 p.m.

JOINT MEETINGS

- January 8, 2013 – 9:00 to 12:00 (Blake Library)
- June 18, 2013 – 9:00 to 12:00 (Blake Library)



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 4.01

1. AGENDA ITEM: 2011-2012 Imagine Nation Top 50 School
X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION:
Recognition: J. D. Parker Elementary staff and students have been named 2011-2012 Imagine Nation Top 50 School.

3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [X] NO
Is funding provided in approved budget? [] YES [X] NO
What additional funding is required? Indicate Amount \$ N/A
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Patricia Griffis (Signature)
Director/Principal: Shela Khanal (Signature)
Exec. Director or Asst. Superintendent: Joan Gibbons (Signature)
Finance Review: Bryan Thabit (Signature)
Legal Review: [X] NOT REQUIRED (Signature)

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



Imagine Learning



August 31, 2012

Mary White
1010 East 10th Street
Stuart FL 34996

Dear Principal White:

Imagine Learning is pleased to inform you that J.D. Parker Elementary has qualified as a 2011–2012 Imagine Nation Top 50 School. Your school has bested thousands of other Imagine Learning schools to become one of the top 50 users of our software program.

Congratulations on achieving this high honor! In recognition of your Top 50 School status, you will receive a personalized plaque for your school and one for your district office. You will also receive a Top 50 School banner.

Your achievement is the result of hard work and dedication on the part of many, including administrators, teachers, staff, students, and parents. To your whole team, we want to say thank you—for your commitment, your enthusiasm, and your perseverance.

Thank you for your dedication to giving students the very best in language and literacy instruction. Please accept our sincere congratulations on achieving Top 50 status and becoming a citizen of Imagine Nation.

Sincerely,

Susan W. Preator
Executive Chairman
Imagine Learning, Inc.

cc: Nancy Kline, Superintendent



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 5.01

1. **AGENDA ITEM:** Presentation-Head Start Governance

X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**

The Head Start Act 642(d)3 requires that the Head Start Policy Council and the Governing Body (School Board) shall be provided appropriate training and technical assistance to ensure that the members understand the information and can effectively oversee the programs of the Head Start agency. This presentation will fulfill this requirement of the Head Start Act.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$ _____
Source: _____

4. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

5. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
Type or Print Name

Deana H. Newson
Signature

Director/Principal: Deana H. Newson
Type or Print Name

Deana H. Newson
Signature

Exec. Director or
Asst. Superintendent: Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Type or Print Name

Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature



A Health Communications and Technology Company

December 05, 2012

Ms. Deana Newson
Martin County School District / 04CH0466
3940 SE Salerno Road
Stuart, FL 34997-8817

Dear Ms. Deana Newson:

This letter is to inform you that the Office of Head Start (OHS) will conduct an On-Site Monitoring Review of Martin County School District / 04CH0466 during the week of 1/13/2013 - 1/18/2013. The Review Team Leader (RTL) assigned to your review is Mr. Kevin Mott. Your RTL will contact you soon to confirm the schedule for on-site activities and discuss any pertinent issues.

The FY 2013 Head Start Monitoring Protocol, the tool that guides the On-Site Monitoring Review, is a resource that will assist you in preparing for your upcoming review. This Protocol is available online at <http://eclkc.ohs.acf.hhs.gov>.

The OHS requests that grantees upload all class rosters into the Head Start Enterprise System (HSES) no later than 10 business days prior to their On-Site Review. If you need technical assistance, please contact the HSES Help Desk at hshelp@acf.hhs.gov or call (toll-free) 1-866-771-4737 or (local) 703-528-0591, Monday-Friday, 8:00 a.m.-7:00 p.m. EST, except weekends and Federal holidays.

Guidelines for providing class rosters: (1) Rosters should be submitted in a Microsoft Excel® spreadsheet; and (2) Only currently enrolled children should be included (do not include pregnant women or wait-listed/withdrawn children).

The Office of Head Start is committed to provide a uniform, comprehensive, and objective monitoring process in order to ensure quality for all Head Start and Early Head Start programs. Thank you for your contribution to that effort. If you have questions or require assistance, please contact Danya's Review Scheduling Team at HS2013@danya.com or (800) 518-1932 (Option 2).

Sincerely,

Cynthia Northington
Director, Review Scheduling, Planning and Payment
Head Start Monitoring Support Contract
Danya International, Inc.

cc: Ms. Catherine Tedesco
cc: Ms. Sue Hershey



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 7.01

1. AGENDA ITEM: Request Board's Approval for Purchase Orders:

X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION:

Staff recommends approval of Requisitions greater than \$10,000.00 for Board approval per SB policy # 6320

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [X] YES [] NO

Is funding provided in approved budget? [X] YES [] NO

What additional funding is required? Indicate Amount \$ _____
Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:

Type or Print Name

Signature

Director/Principal:

Jeff Carver, Director of Purchasing
Type or Print Name

Signature

Ex. Director or

Asst. Superintendent: Steve Weil, Ex. Dir. of Operations
Type or Print Name

Signature

Finance Review:

Bryan Thabit, Ex. Dir. of Finance
Required if Financial Impact Type or Print Name

Nelene DiBartolomeo for Bryan Thabit
Signature

Legal Review:

Required for Contracts

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

Requisitions to be approved for purchases over \$10,000.00 for Board Agenda date - 12/18/12**Requisitions from 11/07/12 through 11/30/12**

No.	Cost Ctr	Req No.	Sch/Dept.	Authority for issuance of Purchase order	Vendor	\$ Amount	Description
1	0241	00313	SFHS	Exempt per SB Policy (Bid Exceptions) G 5, for the purchase of Educational Services and Educational tests, or textbooks.....	Int'l. Baccalaureate N. America (Bethesda, MD)	\$54,097.00	Registration for May 2013 for I testing, and rescoring
2	9514	00240	ESE	SB Policy # 6320 (Contract Approval) C	Hope Center for Autism, Inc. (Stuart, FL)	\$ 15,871.50	For Idea Funds Based on the December 2011 Child Count of 30 Students for ESE Services
3	9518	00366	Facilities	SB Policy # 6320 Construction Contracting and Bidding Section C (Projects \$0-\$25,000) Lowest of Multiple Quotes	Macy Construction Corp. (Ft. Pierce, FL)	\$16,000.00	Install new AllInstall new aluminum walkway cover at Old J.D. Parker/Facilities
4	9518	00367	Facilities	SB Policy # 6320 Construction Contracting and Bidding Section C (Projects \$0-\$25,000) Lowest of Multiple Quotes	Macy Construction Corp. (Ft. Pierce, FL)	\$22,000.00	Install new AllInstall new aluminum walkway cover at Perkins Child Development Center
5	9518	00370	Facilities	Exempt per SB Policy # 6320 G 1., purchases from other Public Entities bids, rfps, in accordance with Palm Beach County Schools Bid #10C-10S	Artronics of Florida (Palm City, FL)	\$36,771.59	Replace the Intercom system at Jensen Beach Elementary.
6	9518	00371	Facilities	Exempt per SB Policy # 6320 G 1., purchases from other Public Entities bids, rfps, in accordance with Palm Beach County Schools Bid #10C-10S	Artronics of Florida (Palm City, FL)	\$32,186.59	Repiace the intercom system at Felix A. William Elementary.
7	9518	00372	Facilities	Exempt per SB Policy # 6320 G 1., purchases from other Public Entities bids, rfps, in accordance with Palm Beach County Schools Bid #10C-10S	Artronics of Florida (Palm City, FL)	\$30,571.95	Replace the intercom system at Palm City Elementary.
8	9524	00225	MAIN.	Exempt per SB Policy # 6320 G 1., purchases from other Public Entities bids, rfps, in accordance with Brazoria County, TX IT # 11-89 for Electrical Supplies	City Electric Supply Co. (Stuart, FL)	\$ 25,000.00	Blanket purchase order for electrical supplies for county wide use
9	9534	00007	SUPT.	SB Policy # 6320 (Contract Approval) C	Martin County Education Foundation (Stuart, FL)	\$25,000.00	Contribution to the Martin County Education Foundation on behalf of the Martin County School District

Educ. Technology Requisitions to be approved for purchases over \$10,000.00 for Board Agenda date - 12/18/12**Requisitions from 11/07/12 through 11/30/12**

No.	Cost Ctr	Req No.	Sch/Dept.	Authority for issuance of Purchase order	Vendor	\$ Amount	Description
10	9532	00143	ET	Exempt per SB Policy # 6320 G 1., purchases from other Public Entities bids, rfps, in accordance with Lee County Public Schools Bid # B106853SW	First Communications (Tallahassee, FL)	\$17,997.00	(75) Motorola Radius CP200 UHF 4 Channel radios with belt clip, battery, and chargers to replace obsolete and failing site radios at AMS, ESC, PSE, Spectrum, and JDP



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 7.02

1. **AGENDA ITEM:** Approve Monthly Financial Statement for November 2012
 X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** To comply with School Board rule 6220, "Budget Amendments shall be presented to the Board for approval on an ongoing basis during the school year."

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? N/A YES NO
 Is funding provided in approved budget? N/A YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

<p>Requestor: _____ Type or Print Name</p> <p>Director/Principal: _____ Type or Print Name</p> <p>Exec. Director or Asst. Superintendent: _____ Type or Print Name</p> <p>Finance Review: _____ Type or Print Name</p> <p>Legal Review: <input type="checkbox"/> REQUIRED x NOT REQUIRED</p>	<p><i>Helene DiBartolomeo</i> Signature</p> <p>_____ Signature</p> <p>_____ Signature</p> <p><i>Helene DiBartolomeo</i> Signature</p> <p>_____ Signature</p>
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5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 01XX

* Footnotes are on the end of each Fund Statement

ESTIMATED REVENUE-GENERAL FUND		Acct. Number	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
FEDERAL DIRECT								
RESERVE OFFICERS TRAINING CORP	3191			\$ 191,584.00	\$ 191,584.00	67,126.03	\$ 124,457.97	35%
MISCELLANEOUS FEDERAL DIRECT	3199			265,066.00	265,066.00	248,964.83	16,101.17	94%
SUBTOTAL - FEDERAL DIRECT				<u>456,650.00</u>	<u>456,650.00</u>	<u>316,090.86</u>	<u>140,559.14</u>	69%
FEDERAL RECEIVED THROUGH STATE								
MEDICAID	3202			854,561.00	854,562.00	33,246.73	821,315.27	4%
EDUCATION FOR HANDICAPPED ACT	3230	1		-	5,791.50	5,791.50	-	100%
FEDERAL THROUGH LOCAL	3280			23,056.00	23,056.00	-	23,056.00	0%
OTHER FEDERAL THROUGH STATE	3299			44,042.00	67,342.00	23,900.00	43,442.00	35%
SUBTOTAL - FEDERAL THROUGH STATE				<u>921,659.00</u>	<u>950,751.50</u>	<u>62,938.23</u>	<u>887,813.27</u>	7%
FLORIDA EDUCATION FINANCE PROGRAM								
WORK FORCE DEVELOPMENT	3310			8,437,688.00	8,756,228.00	3,776,453.00	4,979,775.00	43%
WORK FORCE EDUCATION PERFORMANCE INCENT	3315			1,852,569.00	1,914,019.00	797,510.00	1,116,509.00	42%
ADULT WITH DISABILITIES	3317			18,193.00	14,669.00	6,110.00	8,559.00	42%
CO & DS WITHHELD FOR ADMINISTRATIVE EXPENSE	3318			206,377.00	206,377.00	124,129.77	82,247.23	60%
DIAGNOSTIC AND LEARNING RESOURCES	3323			-	-	-	-	0%
RACING COMMISSION FUNDS	3335			1,500.00	1,500.00	-	1,500.00	0%
STATE LICENSE TAX	3341			223,250.00	223,250.00	-	223,250.00	0%
DISTRICT DISCRETIONARY LOTTERY FUNDS	3343			75,633.00	75,633.00	18,347.44	57,285.56	24%
CLASS SIZE REDUCTION/OPER FUNDS	3344			7,037.00	-	-	-	0%
SCHOOL RECOGNITION FUNDS	3355			20,465,695.00	20,344,580.00	8,182,080.00	12,162,500.00	40%
VOLUNTARY PRE-K PROGRAM	3361			1,019,780.00	1,022,363.00	-	1,022,363.00	0%
OTHER MISCELLANEOUS STATE REVENUE	3371			635,731.00	635,731.00	168,473.75	467,257.25	27%
SUBTOTAL - REVENUE FROM STATE SOURCES	3399			<u>32,944,403.00</u>	<u>33,196,267.64</u>	<u>13,074,569.17</u>	<u>20,121,698.47</u>	39%
DISTRICT SCHOOL TAXES								
PAYMENT IN LIEU OF TAXES	3411			93,066,978.00	93,066,978.00	22,645,678.26	70,421,299.74	24%
RENT	3422	1		-	100,617.00	100,617.00	-	100%
INTEREST ON INVESTMENTS	3425			305,213.00	305,213.00	50,242.48	254,970.52	16%
GIFTS, GRANTS, DONATIONS	3430			24,756.00	24,755.00	17,874.35	6,880.65	72%
CONTINUING WORKFORCE EDUCATION FEE	3440	1		-	33,201.73	34,136.43	(934.70)	103%
OTHER STUDENT FEES	3463			18,919.00	-	-	-	0%
PRESCHOOL PROGRAM FEES	3469			202,336.00	234,097.00	50,167.30	183,929.70	21%
SCHOOL AGE CHILD CARE FEES	3471			200,363.00	226,403.95	86,227.83	140,176.12	38%
MISCELLANEOUS LOCAL SOURCES	3473			2,732,714.00	2,732,714.00	1,188,145.25	1,544,568.75	43%
SUBTOTAL - REVENUE FROM LOCAL SOURCES	3490			<u>97,948,668.00</u>	<u>98,142,657.85</u>	<u>24,736,168.55</u>	<u>73,406,489.30</u>	25%
TOTAL REVENUES				<u>\$ 132,271,380.00</u>	<u>\$ 132,746,326.99</u>	<u>38,189,766.81</u>	<u>\$ 94,556,560.18</u>	29%
OTHER FINANCING SOURCES:								
TRANSFERS FROM CAPITAL PROJECTS FUNDS	3630			7,600,322.00	7,600,321.00	1,290,853.33	6,309,467.67	17%
TOTAL OTHER FINANCING SOURCES				<u>7,600,322.00</u>	<u>7,600,321.00</u>	<u>1,290,853.33</u>	<u>6,309,467.67</u>	17%
TOTAL REVENUES AND OTHER FINANCING SOURCES				<u>\$ 139,871,702.00</u>	<u>\$ 140,346,647.99</u>	<u>39,480,620.14</u>	<u>\$ 100,866,027.85</u>	28%
BEGINNING FUND BALANCE				<u>9,688,427.00</u>	<u>9,688,427.00</u>			
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES AND FUND BALANCE				<u>\$ 149,560,129.00</u>	<u>150,035,074.99</u>			

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 01XX

* Footnotes are on the end of each Fund Statement

BUDGET STATUS REPORT - GENERAL FUND

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
INSTRUCTIONAL SERVICES							
SALARIES	5000/100		\$ 59,163,922.00	\$ 59,163,922.00	17,080,616.49	\$ 42,083,305.51	28.87%
BENEFITS	5000/200		17,639,095.00	17,639,095.00	4,513,597.66	13,125,497.34	26%
SERVICES	5000/300		4,738,457.00	4,738,457.00	1,899,133.24	2,839,323.76	40%
CONSUMABLE	5000/500		2,233,514.00	2,233,514.00	1,252,243.37	981,270.63	56%
CAPITAL OUTLAY	5000/600		251,987.00	251,987.00	62,534.18	189,452.82	25%
OTHER	5000/700		1,576,778.00	1,576,778.00	497,976.05	1,078,801.95	32%
SUBTOTAL			85,603,753.00	85,603,753.00	25,306,100.99	60,297,652.01	30%
PUPIL PERSONNEL SERVICES							
SALARIES	6100/100		4,274,430.00	4,274,430.00	1,505,010.61	2,769,419.39	35%
BENEFITS	6100/200		1,265,873.00	1,265,873.00	394,052.99	871,820.01	31%
SERVICES	6100/300		678,054.00	678,054.00	261,013.76	417,040.24	38%
CONSUMABLE	6100/500		28,008.00	28,008.00	4,370.61	23,637.39	16%
CAPITAL OUTLAY	6100/600		9,149.00	9,149.00	-	9,149.00	0%
OTHER	6100/700		19,187.00	19,187.00	5,469.33	13,717.67	29%
SUBTOTAL			6,274,701.00	6,274,701.00	2,169,917.30	4,104,783.70	35%
INSTRUCTIONAL MEDIA SERVICES							
SALARIES	6200/100		1,468,832.00	1,468,832.00	463,058.76	1,005,773.24	32%
BENEFITS	6200/200		451,424.00	451,424.00	132,034.77	319,389.23	29%
SERVICES	6200/300		8,756.00	8,756.00	813.69	7,942.31	9%
CONSUMABLE	6200/500		60,997.00	60,997.00	34,954.09	26,042.91	57%
CAPITAL OUTLAY	6200/600		89,625.00	89,625.00	5,406.19	84,218.81	6%
OTHER	6200/700		8,298.00	8,298.00	1,781.94	6,516.06	21%
SUBTOTAL			2,087,932.00	2,087,932.00	638,049.44	1,449,882.56	31%
INSTRUCTION & CURRICULUM DEVELOPMENT							
SALARIES	6300/100		1,378,919.00	1,378,919.00	577,441.38	801,477.62	42%
BENEFITS	6300/200		381,025.00	381,025.00	151,916.79	229,108.21	40%
SERVICES	6300/300		13,893.00	13,893.00	5,112.15	8,780.85	37%
CONSUMABLE	6300/500		13,596.00	13,596.00	764.39	12,831.61	6%
OTHER	6300/700		2,619.00	2,619.00	2,380.00	239.00	91%
SUBTOTAL			1,790,052.00	1,790,052.00	737,614.71	1,052,437.29	41%
INSTRUCTIONAL STAFF TRAINING							
SALARIES	6400/100		66,215.00	66,215.00	31,413.39	34,801.61	47%
BENEFITS	6400/200		7,885.00	7,885.00	1,798.41	6,086.59	23%
SERVICES	6400/300		24,909.00	24,909.00	6,708.58	18,200.42	27%
CONSUMABLE	6400/500		73,831.00	73,831.00	2,840.30	70,990.70	4%
CAPITAL OUTLAY	6400/600		13,344.00	13,344.00	-	13,344.00	0%
OTHER	6400/700		65,449.00	65,449.00	2,307.00	63,142.00	4%
SUBTOTAL			251,633.00	251,633.00	45,067.68	206,565.32	18%
INSTRUCTION RELATED TECHNOLOGY							
SALARIES	6500/100		1,149,595.00	1,149,595.00	471,227.45	678,367.55	41%
BENEFITS	6500/200		294,450.00	294,450.00	116,352.81	178,097.19	40%
SERVICES	6500/300		52,450.00	52,450.00	1,925.46	50,524.54	4%
CONSUMABLE	6500/500		60,638.00	60,638.00	8,187.80	52,450.20	14%
OTHER	6500/700		3,183.00	65,180.00	62,980.00	2,200.00	97%
SUBTOTAL			1,560,316.00	1,622,313.00	660,673.52	961,639.48	41%
SCHOOL BOARD							
SALARIES	7100/100		433,457.00	433,457.00	195,005.94	238,451.06	45%
BENEFITS	7100/200		131,843.00	131,843.00	48,700.17	83,142.83	37%
SERVICES	7100/300		90,588.00	90,588.00	76,649.97	13,938.03	85%
CONSUMABLE	7100/500		5,604.00	5,604.00	198.05	5,405.95	4%
CAPITAL OUTLAY	7100/600		374.00	374.00	-	374.00	0%
OTHER	7100/700		24,616.00	180,126.00	157,465.00	22,661.00	87%
SUBTOTAL			686,482.00	841,992.00	478,019.13	363,972.87	57%

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 01XX

* Footnotes are on the end of each Fund Statement

BUDGET STATUS REPORT - GENERAL FUND

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
GENERAL ADMINISTRATION							
SALARIES	7200/100		473,360.00	473,360.00	215,467.50	257,892.50	46%
BENEFITS	7200/200		108,465.00	108,465.00	46,304.28	62,160.72	43%
SERVICES	7200/300		8,279.00	8,279.00	3,264.93	5,014.07	39%
CONSUMABLE	7200/500		1,557.00	1,557.00	561.88	995.12	36%
CAPITAL OUTLAY	7200/600		250.00	250.00	-	250.00	0%
OTHER	7200/700		41,796.00	41,796.00	11,698.00	30,098.00	28%
SUBTOTAL			<u>633,707.00</u>	<u>633,707.00</u>	<u>277,296.59</u>	<u>356,410.41</u>	44%
SCHOOL ADMINISTRATION							
SALARIES	7300/100		7,097,158.00	7,097,158.00	3,100,658.74	3,996,499.26	44%
BENEFITS	7300/200		1,955,912.00	1,955,912.00	757,177.57	1,198,734.43	39%
SERVICES	7300/300		13,451.00	13,451.00	5,412.15	8,038.85	40%
CONSUMABLE	7300/500		12,746.00	12,746.00	3,077.25	9,668.75	24%
CAPITAL OUTLAY	7300/600		18,208.00	18,208.00	-	18,208.00	0%
OTHER	7300/700		3,417.00	3,417.00	3,046.34	370.66	89%
SUBTOTAL			<u>9,100,892.00</u>	<u>9,100,892.00</u>	<u>3,869,372.05</u>	<u>5,231,519.95</u>	43%
FACILITIES ACQUISITION AND CONSTRUCTION							
SALARIES	7400/100		734,840.00	734,840.00	316,741.66	418,098.34	43%
BENEFITS	7400/200		187,165.00	187,165.00	80,930.96	106,234.04	43%
SERVICES	7400/300		18,521.00	18,521.00	5,081.49	13,439.51	27%
CONSUMABLE	7400/500		4,146.00	4,146.00	1,732.49	2,413.51	42%
OTHER	7400/700		1,744.00	1,744.00	699.00	1,045.00	40%
SUBTOTAL			<u>946,416.00</u>	<u>946,416.00</u>	<u>405,185.60</u>	<u>541,230.40</u>	43%
FISCAL SERVICES							
SALARIES	7500/100		681,166.00	681,166.00	275,116.10	406,049.90	40%
BENEFITS	7500/200		197,217.00	197,217.00	78,811.75	118,405.25	40%
SERVICES	7500/300		50,076.00	50,076.00	4,317.83	45,758.17	9%
CONSUMABLE	7500/500		10,685.00	10,685.00	1,501.69	9,183.31	14%
CAPITAL OUTLAY	7500/600		755.00	755.00	235.00	520.00	31%
OTHER	7500/700		10,793.00	10,793.00	1,865.29	8,927.71	17%
SUBTOTAL			<u>950,692.00</u>	<u>950,692.00</u>	<u>361,847.66</u>	<u>588,844.34</u>	38%
CENTRAL SERVICES							
SALARIES	7700/100		2,157,155.00	2,157,155.00	613,112.96	1,544,042.04	28%
BENEFITS	7700/200	2	2,596,771.00	2,596,771.00	1,249,892.82	1,346,878.18	48%
SERVICES	7700/300		261,939.00	261,939.00	157,700.58	104,238.42	60%
ENERGY	7700/400		424.00	424.00	-	424.00	0%
CONSUMABLE	7700/500		42,036.00	42,036.00	12,075.96	29,960.04	29%
CAPITAL OUTLAY	7700/600		9,749.00	9,749.00	-	9,749.00	0%
OTHER	7700/700		47,897.00	47,897.00	16,843.88	31,053.12	35%
SUBTOTAL			<u>5,115,971.00</u>	<u>5,115,971.00</u>	<u>2,049,626.20</u>	<u>3,066,344.80</u>	40%
TRANSPORTATION SERVICES							
SALARIES	7800/100		2,773,853.00	2,773,853.00	941,106.17	1,832,746.83	34%
BENEFITS	7800/200		1,405,288.00	1,405,288.00	434,630.21	970,657.79	31%
SERVICES	7800/300		476,667.00	476,667.00	79,762.19	396,904.81	17%
ENERGY	7800/400		953,803.00	953,803.00	159,091.09	794,711.91	17%
CONSUMABLE	7800/500		345,204.00	345,204.00	75,370.43	269,833.57	22%
CAPITAL OUTLAY	7800/600		11,037.00	11,037.00	875.00	10,162.00	8%
OTHER	7800/700	3	148,034.00	148,034.00	164,534.62	(16,500.62)	111%
SUBTOTAL			<u>6,113,886.00</u>	<u>6,113,886.00</u>	<u>1,855,369.71</u>	<u>4,258,516.29</u>	30%

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 01XX

* Footnotes are on the end of each Fund Statement

BUDGET STATUS REPORT - GENERAL FUND

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
OPERATION OF PLANT							
SALARIES	7900/100		4,152,616.00	4,152,616.00	1,746,433.61	2,406,182.39	42%
BENEFITS	7900/200		2,189,064.00	2,189,064.00	913,035.28	1,276,028.72	42%
SERVICES	7900/300		2,053,097.00	2,053,097.00	735,763.19	1,317,333.81	36%
ENERGY	7900/400		4,628,608.00	4,628,608.00	1,974,464.60	2,654,143.40	43%
CONSUMABLE	7900/500		240,055.00	240,055.00	111,326.25	128,728.75	46%
CAPITAL OUTLAY	7900/600		31.00	2,608.00	2,048.64	559.36	79%
OTHER	7900/700		51,633.00	51,633.00	37,952.87	13,680.13	74%
SUBTOTAL			13,315,104.00	13,317,681.00	5,521,024.44	7,796,656.56	41%
MAINTENANCE OF PLANT							
SALARIES	8100/100		2,823,631.00	2,823,631.00	1,306,516.95	1,517,114.05	46%
BENEFITS	8100/200		1,053,831.00	1,053,831.00	454,747.24	599,083.76	43%
SERVICES	8100/300		70,836.00	70,836.00	25,458.31	45,377.69	36%
CONSUMABLE	8100/500		83,838.00	83,838.00	31,515.03	52,322.97	38%
OTHER	8100/700		137.00	648.00	340.00	308.00	52%
SUBTOTAL			4,032,273.00	4,032,784.00	1,818,577.53	2,214,206.47	45%
ADMINISTRATIVE TECHNOLOGY SERVICES							
SALARIES	8200/100		415,387.00	415,387.00	198,696.04	216,690.96	48%
BENEFITS	8200/200		133,577.00	133,577.00	45,370.86	88,206.14	34%
OTHER	8200/700		324.00	10,368.00	10,368.00	-	100%
SUBTOTAL			549,288.00	559,332.00	254,434.90	304,897.10	45%
COMMUNITY SERVICES							
SALARIES	9100/100		1,592,685.00	1,592,685.00	644,255.51	948,429.49	40%
BENEFITS	9100/200		395,090.00	395,090.00	141,773.90	253,316.10	36%
SERVICES	9100/300		127,299.00	127,299.00	46,339.60	80,959.40	36%
CONSUMABLE	9100/500		207,817.00	207,817.00	39,348.70	168,468.30	19%
CAPITAL OUTLAY	9100/600		57,338.00	57,338.00	14,217.66	43,120.34	25%
OTHER	9100/700		208,414.00	208,414.00	97,460.26	110,953.74	47%
SUBTOTAL			2,588,643.00	2,588,643.00	983,395.63	1,605,247.37	38%
TRANSFERS TO OTHER FUNDS							
SPECIAL REVENUE	9700/940		54,347.00	54,347.00	18,483.72	35,863.28	34%
			54,347.00	54,347.00	18,483.72	35,863.28	34%
TOTAL APPROPRIATIONS/EXPENDITURES/AVAIL BALANCE			\$ 141,656,088.00	\$ 141,886,727.00	47,450,056.80	\$ 94,436,670.20	33%
ENDING FUND BALANCE 6/30/2013			7,904,041.00	8,148,347.99			
TOTAL APPROPRIATIONS AND PROJECTED FUND BALANCE			\$ 149,560,129.00	150,035,074.99			

Notes:

1. REVENUE RECOGNIZED WHEN RECEIVED
2. DISTRICT CONTRIBUTION TO RETIREE GROUP INSURANCE
3. SUBSTITUTE BUS DRIVERS (SEE BUDGET AMENDMENT 13-102)

**THE SCHOOL BOARD OF MARTIN COUNTY
DEBT SERVICE FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 02XX

* Footnotes are on the end of each Fund Statement

DEBT SERVICE FUNDS - 0210

ESTIMATED REVENUE - SBE COBI FUNDS		ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
DESCRIPTION							
RECEIPTS:							
CO&DS WITHHELD FOR SBE/COBI BONDS		3322		\$ 1,454,381.00	\$ -	\$ 1,454,381.00	0%
SBE/COBI BOND INTEREST		3326		-	-	-	0%
TOTAL -SBE COBI FUNDS				<u>\$ 1,454,381.00</u>	<u>\$ -</u>	<u>\$ 1,454,381.00</u>	0%
BEGINNING FUND BALANCE				<u>326,975.00</u>			
TOTAL DEBT SERVICE FUNDS ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE				<u>\$ 1,781,356.00</u>			

BUDGET STATUS REPORT -SBE COBI FUNDS		ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
DESCRIPTION							
REDEMPTION OF PRINCIPAL		710		\$ 895,000.00	\$ -	\$ 895,000.00	0%
INTEREST		720		561,580.00	-	561,580.00	0%
DUES AND FEES		730		-	-	-	0%
TOTAL EXPENDITURES/AVAIL BALANCE				<u>\$ 1,456,580.00</u>	<u>\$ -</u>	<u>\$ 1,456,580.00</u>	0%
ENDING FUND BALANCE PROJECTED TO 6/30/2013				<u>324,776.00</u>			
TOTAL APPROPRIATIONS AND FUND BALANCE				<u>\$ 1,781,356.00</u>			

Notes:

**THE SCHOOL BOARD OF MARTIN COUNTY
DEBT SERVICE FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 02XX

DEBT SERVICE FUNDS - 0290

ESTIMATED REVENUE - COPS ISSUE

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
RECEIPTS:						
INTEREST ON INVESTMENTS	3430		\$ 1,100.00	\$ 372.27	\$ 727.73	34%
TRANSFERS FROM CAPITAL	3630		2,722,891.00	1,958,099.28	764,791.72	72%
TOTAL -SBE COBI FUNDS			<u>\$ 2,723,991.00</u>	<u>\$ 1,958,471.55</u>	<u>\$ 765,519.45</u>	72%
BEGINNING FUND BALANCE			<u>1,145.95</u>			
TOTAL DEBT SERVICE FUNDS ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE			<u>\$ 2,725,136.95</u>			

BUDGET STATUS REPORT -COPS ISSUE

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
REDEMPTION OF PRINCIPAL	710		\$ 1,170,000.00	\$ 1,169,972.30	\$ 27.70	100%
INTEREST	720		1,550,692.00	788,126.98	762,565.02	51%
TOTAL EXPENDITURES/AVAIL BALANCE			<u>\$ 2,720,692.00</u>	<u>\$ 1,958,099.28</u>	<u>\$ 762,592.72</u>	72%
ENDING FUND BALANCE PROJECTED TO 6/30/2013			<u>4,444.95</u>			
TOTAL APPROPRIATIONS AND FUND BALANCE			<u>\$ 2,725,136.95</u>			

NOTES:

**THE SCHOOL BOARD OF MARTIN COUNTY
CAPITAL FUNDS
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 03XX

* Footnotes are on the end of each Fund Statement

PECO FUNDS - 0340

ESTIMATED REVENUE - PECO FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
RECEIPTS:							
PECO ALLOCATIONS - STATE SOURCES	3391		\$ 141,424.00	\$ 116,921.00	\$ 48,377.00	\$ 68,544.00	41%
INTEREST ON INVESTMENTS	3430		0.00	0.00	-	-	0%
TOTAL - PECO FUNDS			<u>\$ 141,424.00</u>	<u>\$ 116,921.00</u>	<u>\$ 48,377.00</u>	<u>\$ 68,544.00</u>	41%
BEGINNING FUND BALANCE			0.00	0.00			
TOTAL PECO FUNDS ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE			<u>\$ 141,424.00</u>	<u>116,921.00</u>			

BUDGET STATUS REPORT - PECO FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
BUILDINGS AND FIXED EQUIPMENT	630		\$ -	\$ -	\$ -	\$ 0.00	0%
FURNITURE FIXTURES AND EQUIPMENT	640		-	-	-	0.00	0%
IMPROVEMENTS OTHER THAN BUILDINGS	670		-	-	-	0.00	0%
REMODELING AND RENOVATIONS	680		141,424.00	116,921.00	38,877.00	78,044.00	33%
TOTAL EXPENDITURES/AVAIL BALANCE			<u>\$ 141,424.00</u>	<u>\$ 116,921.00</u>	<u>\$ 38,877.00</u>	<u>\$ 78,044.00</u>	33%
ENDING FUND BALANCE PROJECTED TO 6/30/2012			-	-			
TOTAL APPROPRIATIONS AND FUND BALANCE			<u>\$ 141,424.00</u>	<u>116,921.00</u>			

Notes:

THE SCHOOL BOARD OF MARTIN COUNTY
CAPITAL FUNDS
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012

Fund 03XX

* Footnotes are on the end of each Fund Statement
CO & DS FUND - 360

ESTIMATED REVENUE - CO&DS FUND				REVISED		Uncollected	% of
DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	BUDGET 11/30/2012	Actual Receipts Through 11/30/2012	Balance at 11/30/2012	Budget Collected
RECEIPTS:							
CO&DS DISTRIBUTED	3321		\$ 524,983.00	\$ 515,031.00	\$ -	\$ 515,031.00	0%
INTEREST ON UNDISTRIBUTED CO & DS	3325		7,638.00	7,163.00	-	7,163.00	0%
INTEREST ON INVESTMENTS	3430		125.00	125.00	9.14	115.86	7%
TOTAL REVENUE - CO & DS FUND			<u>\$ 532,746.00</u>	<u>\$ 522,319.00</u>	<u>\$ 9.14</u>	<u>\$ 522,309.86</u>	0%
BEGINNING FUND BALANCE			6,647.22	6,647.22			
TOTAL CO&DS ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE			<u>\$ 539,393.22</u>	<u>528,966.22</u>			

BUDGET STATUS REPORT - CO & DS FUND				REVISED		Available	% of
DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	BUDGET 11/30/2012	Actual Expenditures Through 11/30/2012	Balance at 11/30/2012	Budget Expended
BUILDINGS AND FIXED EQUIP	630		-	-	-	-	0%
TOTAL EXPENDITURES/AVAIL BALANCE			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	0%
ENDING FUND BALANCE PROJECTED TO 6/30/2013			539,393.22	528,966.22			
TOTAL APPROPRIATIONS AND FUND BALANCE			<u>\$ 539,393.22</u>	<u>528,966.22</u>			

Notes:

THE SCHOOL BOARD OF MARTIN COUNTY
CAPITAL FUNDS
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012

Fund 03XX

* Footnotes are on the end of each Fund Statement

LCIF FUNDS - 370

ESTIMATED REVENUE - LCIF FUNDS			APPROVED	REVISED	Actual Receipts	Uncollected	% of
DESCRIPTION	ACCT NO.	NOTE REF	BUDGET	BUDGET 11/30/2012	Through 11/30/2012	Balance at 11/30/2012	Budget Collected
RECEIPTS:							
DISTRICT LOCAL CAPITAL IMPROVEMENT TAX	3413		\$ 26,112,559.00	\$ 26,112,559.00	\$ 6,295,458.82	\$ 19,817,100.18	24%
INTEREST ON INVESTMENTS	3430	1	78,160.00	88,112.00	189,118.49	(101,006.49)	215%
REFUNDS OF PRIOR YEAR EXPENDITURES	3497	2	0.00	475.00	144,080.52	(143,605.52)	30333%
LOSS RECOVERIES	3740		0.00	314,035.62	265,821.91	48,213.71	85%
TOTAL REVENUE - LCIF FUNDS			\$ 26,190,719.00	\$ 26,515,181.62	\$ 6,894,479.74	\$ 19,620,701.88	26%
BEGINNING FUND BALANCE			23,359,725.34	23,359,725.34			
TOTAL LCIF FUNDS ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE			\$ 49,550,444.34	\$ 49,874,906.96			

BUDGET STATUS REPORT - LCIF FUNDS			APPROVED	REVISED	Actual Expenditures	Available	% of
DESCRIPTION	ACCT NO.	NOTE REF	BUDGET	BUDGET 11/30/2012	Through 11/30/2012	Balance at 11/30/2012	Budget Expended
AUDIO VISUAL MATERIALS	620		\$ 2,572.66	\$ 2,180.00	\$ 42.27	\$ 2,137.73	2%
BUILDINGS AND FIXED EQUIPMENT	630		11,162,063.96	11,169,719.71	2,761,285.49	8,408,434.22	25%
FURNITURE, FIXTURES AND EQUIPMENT	640		7,964,408.06	7,996,467.48	1,438,078.60	6,558,388.88	18%
MOTOR VEHICLES	650		1,190,834.00	1,189,743.82	-	1,189,743.82	0%
IMPROVEMENTS OTHER THAN BUILDINGS	670		3,486,296.42	3,686,058.84	1,340,787.99	2,345,270.85	36%
REMODELING AND RENOVATIONS	680		13,402,316.61	14,522,970.61	3,492,842.56	11,030,128.05	24%
COMPUTER SOFTWARE	690		2,247,986.15	2,239,321.41	904,745.40	1,334,576.01	40%
TRANSFERS TO GENERAL FUND	910		7,600,322.00	7,600,322.00	1,290,853.33	6,309,468.67	17%
TRANSFERS TO DEBT SERVICE FUND	920		1,552,891.00	1,002,891.00	238,099.28	764,791.72	24%
TOTAL EXPENDITURES/AVAIL BALANCE			\$ 48,609,690.86	\$ 49,409,674.87	\$ 11,466,734.92	\$ 37,942,939.95	23%
ENDING FUND BALANCE PROJECTED TO 6/30/2013			940,753.48	465,232.09			
TOTAL APPROPRIATIONS AND FUND BALANCE			\$ 49,550,444.34	49,874,906.96			

Notes:

1. Collection of \$1,716.80 of Interest on Investments and \$187,401.69 of Unrealized Gain on Investments.
2. Collection of FPL Rebate for Chiller Upgrades done in 2011-12 FY.

THE SCHOOL BOARD OF MARTIN COUNTY
CAPITAL FUNDS
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012

Fund 03XX

* Footnotes are on the end of each Fund Statement

OTHER CAPITAL FUNDS 390

ESTIMATED REVENUE - OTHER CAPITAL FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
RECEIPTS:							
MISCELLANEOUS STATE REVENUE	3399		\$ 28,000.00	\$ 28,000.00	\$ 7,734.29	\$ 20,265.71	28%
INTEREST, INCLUDING PROFIT ON INVESTMEN	3430	1	4,665.00	4,665.00	8,055.00	(3,390.00)	173%
IMPACT FEES	3490		875,000.00	875,000.00	625,091.21	249,908.79	71%
TOTAL - OTHER CAPITAL FUNDS			\$ 907,665.00	\$ 907,665.00	\$ 640,880.50	\$ 266,784.50	71%
BEGINNING FUND BALANCE			1,577,406.65	1,577,406.65			
TOTAL CAPITAL FUNDS ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE			\$ 2,485,071.65	2,485,071.65			

BUDGET STATUS REPORT - OTHER CAPITAL FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 11/30/2012	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
IMPROVEMENTS OTHER THAN BUILDINGS	670		\$ 155,413.48	\$ 155,413.48	\$ 2,500.00	152,913.48	2%
REMODELING AND RENOVATIONS	680		-	-	-	0.00	0%
SUBTOTAL			\$ 155,413.48	\$ 155,413.48	\$ 2,500.00	\$ 152,913.48	2%
OTHER FINANCING USES:							
TRANSFER TO DEBT SERVICE	920		1,170,000.00	1,720,000.00	1,720,000.00	-	100%
TOTAL EXPENDITURES/AVAIL BALANCE			\$ 1,325,413.48	\$ 1,875,413.48	\$ 1,722,500.00	\$ 152,913.48	92%
ENDING FUND BALANCE PROJECTED TO 6/30/2012			1,159,658.17	609,658.17			
TOTAL APPROPRIATIONS AND FUND BALANCE			\$ 2,485,071.65	2,485,071.65			

Notes:

1. Collection of \$3.30 of Interest on Investments and \$8,051.70 of Unrealized Gain on Investments.

**THE SCHOOL BOARD OF MARTIN COUNTY
FOOD SERVICE FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 0410

* Footnotes are on the end of each Fund Statement

ESTIMATED REVENUE - SCHOOL FOOD SERVICE FUND

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
FEDERAL THROUGH STATE						
NATIONAL SCHOOL LUNCH ACT	3261		\$ 3,268,197.00	\$ 1,334,430.43	\$ 1,933,766.57	41%
SCHOOL BREAKFAST REIMBURSEMENT	3262		968,487.00	417,021.90	551,465.10	43%
AFTER SCHOOL SNACK REIMBURSEMENT	3263		99,453.00	44,825.04	54,627.96	45%
U.S.D.A. DONATED COMMODITIES	3265		377,500.00	-	377,500.00	0%
SUMMER FOOD SERVICE PROGRAM	3267		72,600.00	46,708.79	25,891.21	64%
OTHER FOOD SERVICES	3269		120,400.00	41,122.99	79,277.01	34%
FEDERAL SOURCES			<u>4,906,637.00</u>	<u>1,884,109.15</u>	<u>3,022,527.85</u>	38%
STATE SOURCES						
SCHOOL BREAKFAST SUPPLEMENT	3337		32,400.00	18,642.00	13,758.00	58%
SCHOOL LUNCH SUPPLEMENT	3338		45,000.00	22,348.00	22,652.00	50%
OTHER MISCELLANEOUS STATE REVENUE	3399		2,200.00	-	2,200.00	0%
STATE SOURCES			<u>79,600.00</u>	<u>40,990.00</u>	<u>38,610.00</u>	51%
LOCAL SOURCES						
INTEREST ON INVESTMENTS	3430	1	-	23.19	(23.19)	0%
STUDENT LUNCHES	3451		1,598,435.00	886,444.01	711,990.99	55%
STUDENT BREAKFASTS	3452		26,652.00	12,120.95	14,531.05	45%
ADULT BREAKFAST/LUNCH	3453		59,769.00	7,198.75	52,570.25	12%
ADULT AND STUDENT A LA CARTE	3454		1,145,827.00	125,803.50	1,020,023.50	11%
STUDENT SNACKS	3455		86,000.00	2,291.10	83,708.90	3%
OTHER FOOD SALES	3456		20,450.00	359.99	20,090.01	2%
LOCAL SOURCES			<u>2,937,133.00</u>	<u>1,034,241.49</u>	<u>1,902,891.51</u>	35%
TRANSFERS FROM GENERAL FUND	3610		54,347.00	18,483.72	35,863.28	34%
TOTAL REVENUE			<u>\$ 7,977,717.00</u>	<u>\$ 2,977,824.36</u>	<u>\$ 4,999,892.64</u>	37%
BEGINNING FUND BALANCE			2,466,476.74			
TOTAL FOOD SERVICE FUND ESTIMATED REVENUE, TRANSFERS, AND BEGINNING FUND BALANCE			<u>\$ 10,444,193.74</u>			

APPROPRIATIONS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
SALARIES	100		\$ 2,128,482.35	\$ 727,118.50	\$ 1,401,363.85	34%
BENEFITS	200		1,125,210.21	244,892.06	880,318.15	22%
PURCHASED SERVICES	300		436,985.00	153,491.89	283,493.11	35%
ENERGY	400		204,600.00	38,928.21	165,671.79	19%
FOOD & SUPPLIES	500		3,927,000.00	1,088,732.64	2,838,267.36	28%
CAPITAL OUTLAY	600		375,140.00	80,550.76	294,589.24	21%
OTHER EXPENSES	700	2	55,000.00	63,676.60	(8,676.60)	116%
TOTAL EXPENDITURES/AVAIL BALANCE			<u>\$ 8,252,417.56</u>	<u>\$ 2,397,390.66</u>	<u>\$ 5,855,026.90</u>	29%
ENDING FUND BALANCE PROJECTED TO 6/30/2013			2,191,776.18			
TOTAL APPROPRIATIONS AND FUND BALANCE			<u>\$ 10,444,193.74</u>			

Notes:

The following notes are provided to identify variances. Detail information is available at the Department. Please schedule a time to meet with the Department Director or more information can be provided upon request.

1. Interest received from investment account
2. Expenses for substitute services in food service dept

**THE SCHOOL BOARD OF MARTIN COUNTY
SPECIAL REVENUE FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 042X

* Footnotes are on the end of each Fund Statement

FEDERAL PROJECTS FUNDS - ESTIMATED REVENUE

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 13-4201	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
FEDERAL DIRECT							
OTHER FEDERAL DIRECT	3199		\$ 831,406.74	\$ 831,406.74	\$ 532,559.78	\$ 298,846.96	64%
SUBTOTAL - FEDERAL DIRECT			<u>831,406.74</u>	<u>831,406.74</u>	<u>532,559.78</u>	<u>298,846.96</u>	64%
FEDERAL THROUGH STATE							
VOCATIONAL EDUCATION ACTS	3201		135,207.00	138,653.76	22,549.01	116,104.75	16%
EISENHOWER MATH AND SCIENCE	3226		-	116,911.40	18,573.82	98,337.58	16%
INDIVIDUALS W/ DISABILITIES EDUCATION ACT (IDEA)	3230		4,829,479.00	5,706,809.61	901,836.23	4,804,973.38	16%
ELEMENTARY AND SECONDARY EDUCATION ACT, TITLE I	3240		3,972,678.00	5,066,150.45	793,356.25	4,272,794.20	16%
ADULT GENERAL EDUCATION	3251		112,801.00	139,497.09	32,819.34	106,677.75	24%
OTHER FEDERAL THROUGH STATE	3290		986,147.00	1,017,472.49	213,331.64	804,140.85	21%
SUBTOTAL - FEDERAL THROUGH STATE			<u>10,036,312.00</u>	<u>12,185,494.80</u>	<u>1,982,466.29</u>	<u>10,203,028.51</u>	16%
TOTAL REVENUE			<u>\$ 10,867,718.74</u>	<u>\$ 13,016,901.54</u>	<u>\$ 2,515,026.07</u>	<u>\$ 10,501,875.47</u>	19%
BEGINNING FUND BALANCE			-	-			
TOTAL ESTIMATED REVENUES AND FUND BALANCE			<u>\$ 10,867,718.74</u>	<u>\$ 13,016,901.54</u>			

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	REVISED BUDGET 13-4201	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
APPROPRIATIONS							
INSTRUCTIONAL SERVICES							
SALARIES	5000/100		\$ 2,228,860.04	\$ 1,758,106.67	\$ 598,725.41	\$ 1,159,381.26	34%
EMPLOYEES BENEFITS	5000/200		883,090.89	714,583.84	202,768.77	511,815.07	28%
PURCHASED SERVICES	5000/300		241,955.00	490,895.32	104,559.23	386,336.09	21%
MATERIALS AND SUPPLIES	5000/500		320,042.68	496,894.24	46,757.63	450,136.61	9%
CAPITAL OUTLAY	5000/600		242,792.00	383,912.42	3,830.22	380,082.20	1%
OTHER EXPENSES	5000/700		93,927.79	145,939.62	48,552.33	97,387.29	33%
SUBTOTAL			<u>4,010,668.40</u>	<u>3,990,332.11</u>	<u>1,005,193.59</u>	<u>2,985,138.52</u>	25%
PUPIL PERSONNEL SERVICES							
SALARIES	6100/100		1,747,951.97	2,088,766.46	575,909.84	1,512,856.62	28%
EMPLOYEES BENEFITS	6100/200		483,444.48	664,488.35	173,475.41	491,012.94	26%
PURCHASED SERVICES	6100/300		342,762.34	591,465.85	30,792.98	560,672.87	5%
MATERIALS AND SUPPLIES	6100/500		82,005.58	58,379.73	7,478.34	50,901.39	13%
CAPITAL OUTLAY	6100/600		29,492.00	93,764.64	-	93,764.64	0%
SUBTOTAL			<u>2,685,656.37</u>	<u>3,496,865.03</u>	<u>787,656.57</u>	<u>2,709,208.46</u>	23%
INSTRUCTIONAL MEDIA SERVICES							
SALARIES	6200/100		10,360.00	11,373.27	3,325.07	8,048.20	29%
EMPLOYEES BENEFITS	6200/200		5,075.00	6,140.43	1,561.27	4,579.16	25%
OTHER EXPENSE	6200/700		922.00	-	-	-	0%
SUBTOTAL			<u>16,357.00</u>	<u>17,513.70</u>	<u>4,886.34</u>	<u>12,627.36</u>	28%
INSTRUCTION & CURRICULUM DEVELOPMENT							
SALARIES	6300/100		929,503.35	962,288.97	357,030.10	605,258.87	37%
EMPLOYEES BENEFITS	6300/200		259,959.10	297,664.90	92,481.74	205,183.16	31%
PURCHASED SERVICES	6300/300		49,975.04	136,783.69	13,469.36	123,314.33	10%
MATERIALS AND SUPPLIES	6300/500		25,065.40	33,715.31	1,958.20	31,757.11	6%
CAPITAL OUTLAY	6300/600		7,450.00	45,400.77	115.96	45,284.81	0%
OTHER EXPENSES	6300/700		11,034.00	15,550.02	1,310.00	14,240.02	8%
SUBTOTAL			<u>1,282,986.89</u>	<u>1,491,403.66</u>	<u>466,365.36</u>	<u>1,025,038.30</u>	31%

**THE SCHOOL BOARD OF MARTIN COUNTY
SPECIAL REVENUE FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 042X

APPROPRIATIONS (CONT.)	ACCT	NOTE	APPROVED	REVISED	Actual Expenditures	Available	% of
DESCRIPTION	NO.	REF	BUDGET	BUDGET	Through 11/30/2012	Balance at	Budget
				13-4201		11/30/2012	Expended
INSTRUCTIONAL STAFF TRAINING SERVICES							
SALARIES	6400/100		1,583,448.00	1,680,127.00	449,150.42	1,230,976.58	27%
EMPLOYEES BENEFITS	6400/200		435,498.00	515,978.59	118,528.79	397,449.80	23%
PURCHASED SERVICES	6400/300		119,933.28	275,763.23	17,295.07	258,468.16	6%
MATERIALS AND SUPPLIES	6400/500		137,332.30	181,483.25	4,607.09	176,876.16	3%
CAPITAL OUTLAY	6400/600		2,044.00	108,683.00	-	108,683.00	0%
OTHER EXPENSES	6400/700		9,262.72	34,652.38	411.88	34,240.50	1%
SUBTOTAL			2,287,518.30	2,796,687.45	589,993.25	2,206,694.20	21%
GENERAL ADMINISTRATION							
OTHER EXPENSES	7200/700		532,655.36	562,407.60	156,758.78	405,648.82	28%
SUBTOTAL			532,655.36	562,407.60	156,758.78	405,648.82	28%
SCHOOL ADMINISTRATION							
SALARIES	7300/100		22,632.00	20,907.53	-	20,907.53	0%
EMPLOYEES BENEFITS	7300/200		7,756.00	15,098.01	-	15,098.01	0%
SUBTOTAL			30,388.00	36,005.54	-	36,005.54	0%
FACILITIES ACQUISITION AND CONSTRUCTION							
CAPITAL OUTLAY	7400/600		-	17,800.00	-	17,800.00	0%
SUBTOTAL			-	17,800.00	-	17,800.00	0%
FOOD SERVICES							
MATERIALS AND SUPPLIES	7600/700		480.00	488.00	488.00	-	100%
SUBTOTAL			480.00	488.00	488.00	-	100%
CENTRAL SERVICES							
PURCHASED SERVICES	7700/300	1	-	-	(6,000.23)	6,000.23	0%
SUBTOTAL			-	-	(6,000.23)	6,000.23	0%
TRANSPORTATION SERVICES							
PURCHASED SERVICES	7800/300		4,125.00	91,271.48	21,601.11	69,670.37	24%
ENERGY SERVICES	7800/400		-	3,370.64	351.80	3,018.84	10%
MATERIALS AND SUPPLIES	7800/500		-	600.00	-	600.00	0%
CAPITAL OUTLAY	7800/600		1,000.00	992.00	-	992.00	0%
SUBTOTAL			5,125.00	96,234.12	21,952.91	74,281.21	23%
OPERATION OF PLANT							
PURCHASED SERVICES	7900/300	2	13,362.49	13,321.65	13,870.02	(548.37)	104%
MATERIALS AND SUPPLIES	7900/500		451.38	2,278.38	1,680.25	598.13	74%
CAPITAL OUTLAY	7900/600		-	1,163.00	1,163.00	-	100%
SUBTOTAL			13,813.87	16,763.03	16,713.27	49.76	100%
COMMUNITY SERVICES							
CAPITAL OUTLAY	9100/500		2,069.55	1,973.64	65.77	1,907.87	3%
SUBTOTAL			2,069.55	1,973.64	65.77	1,907.87	3%
SEQUESTRATION SET ASIDE							
SEQUESTRATION	9999/999		-	492,427.66	-	492,427.66	0%
SUBTOTAL			-	492,427.66	-	492,427.66	0%
TOTAL APPROPRIATIONS/EXPENDITURES/AVAIL BALANCE			\$ 10,867,718.74	\$ 13,016,901.54	\$ 3,044,073.61	\$ 9,972,827.93	23%
ENDING FUND BALANCE PROJECTED TO 6/30/2013			-	-	-	-	-
TOTAL APPROPRIATIONS AND PROJECTED FUND BALANCE			\$ 10,867,718.74	\$ 13,016,901.54	-	-	-

Notes:

The following notes are provided to identify variances. Detail information is available at the Department. Please schedule a time to meet with the Department Director or more information can be provided upon request.

1. Refund from Management Training Institute (MTI); HR department.
2. Expenses for garbage collection and water utilities for Head Start Program (Proj #4782)

**THE SCHOOL BOARD OF MARTIN COUNTY
RACE TO THE TOP
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 0434

* Footnotes are on the end of each Fund Statement

RACE TO THE TOP PROJECTS FUND - ESTIMATED REVENUE

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
FEDERAL THROUGH STATE RACE TO THE TOP REVENUE	3214		\$ 734,802.98	\$ 117,880.87	\$ 616,922.11	16%
TOTAL REVENUES			<u>\$ 734,802.98</u>	<u>\$ 117,880.87</u>	<u>\$ 616,922.11</u>	16%
BEGINNING FUND BALANCE			-			
TOTAL ESTIMATED REVENUES AND FUND BALANCE			<u>\$ 734,802.98</u>			

APPROPRIATIONS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
INSTRUCTIONAL SERVICES						
EMPLOYEES BENEFITS	5000/200		\$ 376.00	-	\$ 376.00	0%
OTHER EXPENSES	5000/700		13,874.94	-	13,874.94	0%
SUBTOTAL			<u>14,250.94</u>	-	<u>14,250.94</u>	0%
PUPIL PERSONNEL SERVICES						
SALARIES	6100/100		19,315.42	-	19,315.42	0%
EMPLOYEES BENEFITS	6100/200		437.58	-	437.58	0%
SUBTOTAL			<u>19,753.00</u>	-	<u>19,753.00</u>	0%
INSTRUCTION & CURRICULUM DEVELOPMENT						
SALARIES	6300/100		124,510.00	35,238.88	89,271.12	28%
EMPLOYEES BENEFITS	6300/200		23,577.49	10,879.92	12,697.57	46%
PURCHASED SERVICES	6300/300		133,843.40	50,766.18	83,077.22	38%
MATERIALS AND SUPPLIES	6300/500		72,255.20	3,191.21	69,063.99	4%
CAPITAL OUTLAY	6300/600		<u>159,099.05</u>	<u>700.00</u>	<u>158,399.05</u>	0%
SUBTOTAL			513,285.14	100,776.19	185,045.91	20%
INSTRUCTIONAL STAFF TRAINING SERVICES						
EMPLOYEES BENEFITS	6400/200	1	-	5.12	(5.12)	0%
PURCHASED SERVICES	6400/300		14,208.25	2,193.94	12,014.31	15%
MATERIALS AND SUPPLIES	6400/500		19,208.74	-	19,208.74	0%
CAPITAL OUTLAY	6400/600		<u>1,355.71</u>	-	<u>1,355.71</u>	0%
SUBTOTAL			<u>34,772.70</u>	<u>2,199.06</u>	<u>32,573.64</u>	6%
INSTRUCTIONAL RELATED TECHNOLOGY						
SALARIES	6500/100		49,168.00	20,801.88	28,366.12	42%
EMPLOYEES BENEFITS	6500/200		<u>16,628.20</u>	<u>6,095.60</u>	<u>10,532.60</u>	37%
SUBTOTAL			65,796.20	26,897.48	38,898.72	41%
FACILITIES ACQUISITION & CONSTRUCTION						
CAPITAL OUTLAY	7400/600		<u>86,945.00</u>	-	<u>86,945.00</u>	0%
SUBTOTAL			86,945.00	-	86,945.00	0%
TOTAL APPROPRIATIONS/EXPENDITURES/AVAIL BALANCE			<u>\$ 734,802.98</u>	<u>\$ 129,872.73</u>	<u>\$ 377,467.21</u>	18%
ENDING FUND BALANCE PROJECTED TO 6/30/2013			-			
TOTAL APPROPRIATIONS AND PROJECTED FUND BALANCE			<u>\$ 734,802.98</u>			

Notes:

The following notes are provided to identify variances. Detail information is available at the Department. Please schedule a time to meet with the Department Director or more information can be provided upon request.

1. Benefit expenses for employee meal reimbursement during travel (Kathryn Moren - Coordinator of RTTT)

**THE SCHOOL BOARD OF MARTIN COUNTY
MISCELLANEOUS SPECIAL REVENUE FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 049X

* Footnotes are on the end of each Fund Statement

ESTIMATED REVENUE - EXPENDABLE TRUST FUNDS				Actual Receipts	Uncollected	% of
DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Through 11/30/2012	Balance at 11/30/2012	Budget Collected
RECEIPTS:						
INTEREST ON INVESTMENTS	3430		\$ -	\$ -	\$ 0.00	0%
GIFTS, GRANTS, AND REQUESTS	3440		-	-	0.00	0%
TOTAL REVENUE			<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	0%
BEGINNING RETAINED EARNINGS			<u>9,864.56</u>			
TOTAL ESTIMATED REVENUE, TRANSFERS AND BEGINNING NET ASSETS			<u>\$ 9,864.56</u>			

BUDGET STATUS REPORT - EXPENDABLE TRUST FUNDS				Actual Expenditures	Available	% of
DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Through 11/30/2012	Balance at 11/30/2012	Budget Expended
SERVICES	5000/300		\$ -	\$ -	\$ -	0%
CONSUMABLE	5000/500		3,639.56	-	3,639.56	0%
CAPITAL OUTLAY	5000/600		<u>6,225.00</u>	-	<u>6,225.00</u>	0%
TOTAL EXPENDITURES/AVAIL BALANCE			9,864.56	-	9,864.56	0%
ENDING RETAINED EARNINGS PROJECTED TO 6/30/2013			<u>-</u>			
APPROPRIATIONS AND PROJECTED NET ASSETS			<u>\$ 9,864.56</u>			

The Miscellaneous Special Revenue Fund is Comprised of:

Travel and Tourism Fund

The following notes are provided to identify variances. Detail information is available at the Department. Please schedule a time to meet with the Department Director or more information can be provided upon request.

Notes:

**THE SCHOOL BOARD OF MARTIN COUNTY
PRIVATE PURPOSE TRUST FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 0850

* Footnotes are on the end of each Fund Statement

ESTIMATED REVENUE - PRIVATE PURPOSE TRUST FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
RECEIPTS:						
INTEREST ON INVESTMENTS	3431		\$ 1.77	\$ -	\$ 1.77	0%
GIFTS, GRANTS AND BEQUESTS	3440		-	-	-	0%
TOTAL REVENUE			<u>\$ 1.77</u>	<u>\$ -</u>	<u>\$ 1.77</u>	0%
BEGINNING NET ASSETS			<u>126,452.23</u>			
TOTAL NONEXPENDABLE TRUST FUNDS ESTIMATED REVENUE, TRANSFERS AND BEGINNING NET ASSETS			<u>\$ 126,454.00</u>			

BUDGET STATUS REPORT - PRIVATE PURPOSE TRUST FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
INSTRUCTION	5000		\$ -	\$ -	\$ 0.00	0%
COMMUNITY SERVICES	9100		<u>10,500.00</u>	<u>9,000.00</u>	<u>1,500.00</u>	86%
TOTAL EXPENDITURES/AVAIL BALANCE			<u>\$ 10,500.00</u>	<u>\$ 9,000.00</u>	<u>\$ 1,500.00</u>	86%
ENDING NET ASSETS PROJECTED TO 6/30/2013			<u>115,954.00</u>			
APPROPRIATIONS AND PROJECTED NET ASSETS			<u>\$ 126,454.00</u>			

Notes:

The Private Purpose Trust Funds in Fund 0850 Consist of:

- Project 0031 - M.H. Correll Research Trust
- Project 0032 - T. L. Showalter Scholarship
- Project 0033 - Non-Endow Scholarships
- Project 0034 - Tom Goodman Scholarship Fund
- Project 0035 - Clara Newman Trust
- Project 0037 - J.M. Phillips Scholarship Fund

**THE SCHOOL BOARD OF MARTIN COUNTY
PENSION TRUST FUND
MONTHLY FINANCIAL STATEMENT AS OF NOVEMBER 30, 2012**

Fund 0870

* Footnotes are on the end of each Fund Statement

ESTIMATED REVENUE - EXPENDABLE TRUST FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Receipts Through 11/30/2012	Uncollected Balance at 11/30/2012	% of Budget Collected
RECEIPTS:						
INTEREST ON INVESTMENTS	3431		\$ 250.00	\$ 3.30	\$ 246.70	1%
GAIN ON SALE OF INVESTMENTS	3432		-	20,766.91	(20,766.91)	0%
NET INC(DEC) IN FMV OF INVEST	3433		-	177,865.87	(177,865.87)	0%
DIVIDEND INCOME	3437		118,000.00	46,505.97	71,494.03	39%
INTEREST ON SCHWAB ACCOUNT	3438		151,965.00	23,170.00	128,795.00	15%
TOTAL REVENUE			<u>\$ 270,215.00</u>	<u>\$ 268,312.05</u>	<u>\$ 1,902.95</u>	99%
BEGINNING RETAINED EARNINGS			6,193,223.72			
TOTAL EXPENDABLE TRUST FUNDS ESTIMATED REVENUE, TRANSFERS AND BEGINNING NET ASSETS			<u>\$ 6,463,438.72</u>			

BUDGET STATUS REPORT - EXPENDABLE TRUST FUNDS

DESCRIPTION	ACCT NO.	NOTE REF	APPROVED BUDGET	Actual Expenditures Through 11/30/2012	Available Balance at 11/30/2012	% of Budget Expended
PROFESSIONAL AND TECHNICAL SERVICES	7200/0310		\$ 33,500.00	\$ 32,754.00	\$ 746.00	98%
OTHER PURCHASED SERVICES	7200/0390		2,000.00	-	2,000.00	0%
DUES AND FEES	7200/0730		45,000.00	19,236.80	25,763.20	43%
CENTRAL SERVICES	7700/0791		618,469.00	253,697.60	364,771.40	41%
TOTAL EXPENDITURES/AVAIL BALANCE			<u>\$ 698,969.00</u>	<u>\$ 305,688.40</u>	<u>\$ 393,280.60</u>	44%
ENDING RETAINED EARNINGS PROJECTED TO 6/30/2013			5,764,469.72			
APPROPRIATIONS AND PROJECTED NET ASSETS			<u>\$ 6,463,438.72</u>			

Notes:



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 7.03

1. **AGENDA ITEM:** Approve General Fund Budget Amendment 13-102
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION**
 Changes to the General Fund budget amendment are based on the November 13, 2012 school board workshop. It was agreed to go with Option 2, General Fund Budget Amendment based on Committed, Encumbered, Expended and Estimated.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: D. Alan Middleton D. Alan Middleton
Signature
Type or Print Name

Director/Principal: _____ _____
Signature
Type or Print Name

Exec. Director or Asst. Superintendent: _____ _____
Signature
Type or Print Name

Finance Review: Helene DiBartolomeo Helene DiBartolomeo
Signature
Type or Print Name

Legal Review: REQUIRED _____
Signature
 NOT REQUIRED

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
BUDGET AMENDMENTS AS OF NOVEMBER 30, 2012**

* Footnotes are on the end of each Fund Statement							
ESTIMATED REVENUE-GENERAL FUND							
DESCRIPTION	Acct. Number	NOTE REF	ADOPTED BUDGET	REVISED BUDGET 10/31/2012	BUDGET AMENDMENT 13-102	REVISED BUDGET 11/30/2012	EXPLANATION
FEDERAL DIRECT							
RESERVE OFFICERS TRAINING CORP	3191		\$ 191,584.00	\$ 191,584.00	\$ -	\$ 191,584.00	
MISCELLANEOUS FEDERAL DIRECT	3199		265,066.00	265,066.00	-	265,066.00	
SUBTOTAL - FEDERAL DIRECT			456,650.00	456,650.00	-	456,650.00	
FEDERAL RECEIVED THROUGH STATE							
MEDICAID	3202		854,561.00	854,562.00	-	854,562.00	
EDUCATION FOR HANDICAPPED ACT	3230		-	5,791.50	-	5,791.50	
FEDERAL THROUGH LOCAL	3280		23,056.00	23,056.00	-	23,056.00	
OTHER FEDERAL THROUGH STATE	3299		44,042.00	67,342.00	-	67,342.00	
SUBTOTAL - FEDERAL THROUGH STATE			921,659.00	950,751.50	-	950,751.50	
REVENUES FROM STATE SOURCES							
FLORIDA EDUCATION FINANCE PROGRAM	3310		8,437,688.00	8,756,228.00	-	8,756,228.00	
WORK FORCE DEVELOPMENT	3315		1,852,569.00	1,914,019.00	-	1,914,019.00	
WORK FORCE EDUCATION PERFORMANCE INCENT	3317		18,193.00	14,669.00	-	14,669.00	
ADULT WITH DISABILITIES	3318		206,377.00	206,377.00	-	206,377.00	
CO & DS WITHHIELD FOR ADMINISTRATIVE EXPENS	3323		-	-	-	-	
DIAGNOSTIC AND LEARNING RESOURCES	3335		1,500.00	1,500.00	-	1,500.00	
RACING COMMISSION FUNDS	3341		223,250.00	223,250.00	-	223,250.00	
STATE LICENSE TAX	3343		75,633.00	75,633.00	-	75,633.00	
DISTRICT DISCRETIONARY LOTTERY FUNDS	3344		7,037.00	-	-	-	
CLASS SIZE REDUCTION/OPER FUNDS	3355		20,465,695.00	20,344,580.00	-	20,344,580.00	
SCHOOL RECOGNITION FUNDS	3361		1,019,780.00	1,022,363.00	-	1,022,363.00	
VOLUNTARY PRE-K PROGRAM	3371		635,731.00	635,731.00	-	635,731.00	
OTHER MISCELLANEOUS STATE REVENUE	3399		950.00	1,917.64	-	1,917.64	
SUBTOTAL - REVENUE FROM STATE SOURCES			32,944,403.00	33,196,267.64	-	33,196,267.64	
REVENUES FROM LOCAL SOURCES							
DISTRICT SCHOOL TAXES	3411		93,066,978.00	93,066,978.00	(8,242.00)	93,058,736.00	
PAYMENT IN LIEU OF TAXES	3422		-	100,617.00	-	100,617.00	
RENT	3425		305,213.00	305,213.00	-	305,213.00	
INTEREST ON INVESTMENTS	3430		24,755.00	24,755.00	-	24,755.00	
GIFTS, GRANTS, DONATIONS	3440		-	33,201.73	934.70	34,136.43	
CONTINUING WORKFORCE EDUCATION FEE	3463		18,919.00	-	-	-	
OTHER STUDENT FEES	3469		202,336.00	234,097.00	-	234,097.00	
PRESCHOOL PROGRAM FEES	3471		200,363.00	226,403.95	-	226,403.95	
SCHOOL AGE CHILD CARE FEES	3473		2,732,714.00	2,732,714.00	-	2,732,714.00	
MISCELLANEOUS LOCAL SOURCES	3490		1,397,389.00	1,418,678.17	-	1,418,678.17	
SUBTOTAL - REVENUE FROM LOCAL SOURCES			97,948,668.00	98,142,657.85	(7,307.30)	98,135,350.55	
TOTAL REVENUES			132,271,380.00	132,746,326.99	(7,307.30)	\$ 132,739,019.69	
OTHER FINANCING SOURCES:							
TRANSFERS FROM CAPITAL PROJECTS FUNDS	3630	1	7,600,322.00	7,600,321.00	(1,033,856.00)	6,566,465.00	REVERT TO PREVIOUS CALCULATION FOR PLANT OPERATORS
TOTAL OTHER FINANCING SOURCES			7,600,322.00	7,600,321.00	(1,033,856.00)	6,566,465.00	
TOTAL REVENUES AND OTHER FINANCING SOURCES			\$ 139,871,702.00	\$ 140,346,647.99	\$ (1,041,163.30)	\$ 139,305,484.69	
BEGINNING FUND BALANCE			9,688,427.00	9,688,427.00		9,688,427.00	
TOTAL ESTIMATED REVENUES, OTHER FINANCING SOURCES AND FUND BALANCE			\$ 149,560,129.00	\$ 150,035,074.99		\$ 148,993,911.69	

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
BUDGET AMENDMENTS AS OF NOVEMBER 30, 2012**

BUDGET STATUS REPORT - GENERAL FUND					REVISED	BUDGET	REVISED	
DESCRIPTION	ACCT NO.	NOTE REF	ADOPTED BUDGET	REVISED BUDGET 10/31/2012	BUDGET AMENDMENT 13-102	REVISED BUDGET 11/30/2012	EXPLANATION	
INSTRUCTIONAL SERVICES								
SALARIES	5900/100	2,3	\$ 59,163,922.00	\$ 59,163,922.00	\$ 237,001.00	\$ 59,400,923.00	ROLLFORWARD/SCHL RECG/TERM PAYOUT	
BENEFITS	5900/200		17,639,095.00	17,639,095.00	(679,614.00)	16,959,481.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	5900/300		4,738,457.00	4,738,457.00	41,601.50	4,780,058.50	BSB CONTRACTED SVCS	
CONSUMABLE	5900/500	2	2,233,514.00	2,233,514.00	368,846.00	2,602,360.00	ROLLFORWARD	
CAPITAL OUTLAY	5900/600	2	251,987.00	251,987.00	96,552.00	348,539.00	ROLLFORWARD	
OTHER	5900/700		1,576,778.00	1,576,778.00	-	1,576,778.00		
SUBTOTAL			85,603,753.00	85,603,753.00	64,386.50	85,668,139.50		
PUPIL PERSONNEL SERVICES								
SALARIES	6100/100	2,3	4,274,430.00	4,274,430.00	181,972.00	4,456,402.00	ROLLFORWARD/SCHL RECG/TERM PAYOUT	
BENEFITS	6100/200		1,265,873.00	1,265,873.00	(2,873.00)	1,263,000.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	6100/300		678,054.00	678,054.00	8,021.00	686,075.00		
CONSUMABLE	6100/500		28,008.00	28,008.00	8,172.00	36,180.00		
CAPITAL OUTLAY	6100/600		9,149.00	9,149.00	500.00	9,649.00		
OTHER	6100/700		19,187.00	19,187.00	100.00	19,287.00		
SUBTOTAL			6,274,701.00	6,274,701.00	195,892.00	6,470,593.00		
INSTRUCTIONAL MEDIA SERVICES								
SALARIES	6200/100	3	1,468,832.00	1,468,832.00	10,257.00	1,479,089.00	TERM PAYOUT	
BENEFITS	6200/200		451,424.00	451,424.00	(7,688.00)	443,736.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	6200/300		8,756.00	8,756.00	250.00	9,006.00		
CONSUMABLE	6200/500		60,997.00	60,997.00	1,487.00	62,484.00		
CAPITAL OUTLAY	6200/600	2	89,625.00	89,625.00	10,459.00	100,084.00	ROLLFORWARD	
OTHER	6200/700		8,298.00	8,298.00	6,453.00	14,751.00		
SUBTOTAL			2,087,932.00	2,087,932.00	21,218.00	2,109,150.00		
INSTRUCTION & CURRICULUM DEVELOPMENT								
SALARIES	6300/100	3,5	1,378,919.00	1,378,919.00	52,825.69	1,431,744.69	TERM PAYOUT/EXEC DIR OF BSE	
BENEFITS	6300/200		381,025.00	381,025.00	(68.25)	380,956.75		
SERVICES	6300/300		13,893.00	13,893.00	12,070.00	25,963.00		
CONSUMABLE	6300/500		13,596.00	13,596.00	9,184.00	22,780.00		
OTHER	6300/700		2,619.00	2,619.00	128.00	2,747.00		
SUBTOTAL			1,790,052.00	1,790,052.00	74,138.74	1,864,190.74		
INSTRUCTIONAL STAFF TRAINING								
SALARIES	6400/100	3	66,215.00	66,215.00	7,456.00	73,671.00	TERM PAYOUT	
BENEFITS	6400/200		7,885.00	7,885.00	1,295.00	9,180.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	6400/300	2	24,909.00	24,909.00	59,734.00	84,643.00	ROLLFORWARD	
CONSUMABLE	6400/500	2	73,831.00	73,831.00	162,782.00	236,613.00	ROLLFORWARD	
CAPITAL OUTLAY	6400/600		13,344.00	13,344.00	2,095.00	15,439.00		
OTHER	6400/700		65,449.00	65,449.00	5,052.00	70,501.00		
SUBTOTAL			251,633.00	251,633.00	238,414.00	490,047.00		
INSTRUCTION RELATED TECHNOLOGY								
SALARIES	6500/100		1,149,595.00	1,149,595.00	(27,517.00)	1,122,078.00	ADJ TO ACTUAL PAYROLL	
BENEFITS	6500/200		294,450.00	294,450.00	(15,670.00)	278,780.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	6500/300		52,450.00	52,450.00	237.00	52,687.00		
CONSUMABLE	6500/500		60,638.00	60,638.00	966.00	61,604.00		
OTHER	6500/700		3,183.00	65,180.00	983.00	66,163.00		
SUBTOTAL			1,560,316.00	1,622,313.00	(41,001.00)	1,581,312.00		
SCHOOL BOARD								
SALARIES	7100/100		433,457.00	433,457.00	(79,939.00)	353,518.00	SCHOOL BOARD ATTY SALARY	
BENEFITS	7100/200		131,843.00	131,843.00	(43,495.00)	88,348.00	SCHOOL BOARD ATTY BENEFITS	
SERVICES	7100/300		90,588.00	90,588.00	117,154.78	207,742.78	INC FOR CONTRACTED ATTY	
CONSUMABLE	7100/500		5,604.00	5,604.00	-	5,604.00		
CAPITAL OUTLAY	7100/600		374.00	374.00	-	374.00		
OTHER	7100/700		24,616.00	180,126.00	-	180,126.00		
SUBTOTAL			686,482.00	841,992.00	(6,279.22)	835,712.78		
GENERAL ADMINISTRATION								
SALARIES	7200/100	3	473,360.00	473,360.00	7,331.00	480,691.00	TERM PAYOUT	
BENEFITS	7200/200		108,465.00	108,465.00	(13,087.00)	95,378.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	7200/300		8,279.00	8,279.00	29,803.00	38,082.00	INC FOR COBDS ENTRY	
CONSUMABLE	7200/500		1,557.00	1,557.00	106.00	1,663.00		
CAPITAL OUTLAY	7200/600		250.00	250.00	50.00	300.00		
OTHER	7200/700		41,796.00	41,796.00	-	41,796.00		
SUBTOTAL			633,707.00	633,707.00	34,283.00	667,990.00		
SCHOOL ADMINISTRATION								
SALARIES	7300/100	3	7,097,158.00	7,097,158.00	354,314.00	7,451,472.00	TERM PAYOUT	
BENEFITS	7300/200		1,955,912.00	1,955,912.00	(105,898.00)	1,850,014.00	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	7300/300		13,451.00	13,451.00	989.00	14,440.00		
CONSUMABLE	7300/500		12,746.00	12,746.00	(55.00)	12,691.00		
CAPITAL OUTLAY	7300/600		18,208.00	18,208.00	(800.00)	17,408.00		
OTHER	7300/700		3,417.00	3,417.00	319.00	3,736.00		
SUBTOTAL			9,106,892.00	9,106,892.00	249,169.00	9,356,061.00		
FACILITIES ACQUISITION AND CONSTRUCTION								
SALARIES	7400/100		734,840.00	734,840.00	(12,012.37)	722,827.63	ADJ TO ACTUAL PAYROLL	
BENEFITS	7400/200		187,165.00	187,165.00	(4,719.54)	182,445.46	ADJ FOR ACTUAL INSURANCE PREM	
SERVICES	7400/300		18,521.00	18,521.00	(4,863.00)	13,658.00		
CONSUMABLE	7400/500		4,146.00	4,146.00	(1,000.00)	3,146.00		
OTHER	7400/700		1,744.00	1,744.00	-	1,744.00		
SUBTOTAL			946,416.00	946,416.00	(22,594.91)	923,821.09		

**THE SCHOOL BOARD OF MARTIN COUNTY
GENERAL FUND
BUDGET AMENDMENTS AS OF NOVEMBER 30, 2012**

BUDGET STATUS REPORT - GENERAL FUND	ACCT NO.	NOTE REF	ADOPTED BUDGET	REVISED BUDGET 10/31/2012	BUDGET AMENDMENT 13-102	REVISED BUDGET 11/30/2012	EXPLANATION
FISCAL SERVICES							
SALARIES	7500/100		681,166.00	681,166.00	(33,366.62)	647,799.38	ADJ TO ACTUAL PAYROLL
BENEFITS	7500/200		197,217.00	197,217.00	(12,746.95)	184,470.05	ADJ FOR ACTUAL INSURANCE PREM
SERVICES	7500/300		50,076.00	50,076.00	-	50,076.00	
CONSUMABLE	7500/500		10,685.00	10,685.00	952.00	11,637.00	
CAPITAL OUTLAY	7500/600		755.00	755.00	-	755.00	
OTHER	7500/700		10,793.00	10,793.00	600.00	11,393.00	
SUBTOTAL			950,692.00	950,692.00	(44,561.57)	906,130.43	
CENTRAL SERVICES							
SALARIES	7700/100		2,157,155.00	2,157,155.00	(676,499.61)	1,480,655.39	ADJ TO ACTUAL PAYROLL - PROPOSED BUDGET INCLUDED AFSCME STEP ON THIS LINE
BENEFITS	7700/200	4	2,596,771.00	2,596,771.00	420,960.02	3,017,731.02	INC TO BOARD CONTRIBUTION TO RETIREES AND UNEMPLOYMENT TAX
SERVICES	7700/300		261,939.00	261,939.00	81,047.00	342,986.00	ATTORNEY FEES FOR LAWSUITS AGAINST DISTRICT
ENERGY	7700/400		424.00	424.00	-	424.00	
CONSUMABLE	7700/500		42,036.00	42,036.00	77,126.00	119,162.00	DCBS WELLNESS PROGRAM
CAPITAL OUTLAY	7700/600		9,749.00	9,749.00	(9,099.00)	650.00	
OTHER	7700/700		47,897.00	47,897.00	4,195.00	52,092.00	
SUBTOTAL			5,115,971.00	5,115,971.00	(102,270.59)	5,013,700.41	
TRANSPORTATION SERVICES							
SALARIES	7800/100	3	2,773,853.00	2,773,853.00	12,524.99	2,786,377.99	TERM PAYOUT
BENEFITS	7800/200		1,405,288.00	1,405,288.00	1,014.54	1,406,302.54	ADJ FOR ACTUAL INSURANCE PREM
SERVICES	7800/300		476,667.00	476,667.00	43,673.00	520,340.00	
ENERGY	7800/400		953,803.00	953,803.00	9,765.00	963,568.00	
CONSUMABLE	7800/500		345,204.00	345,204.00	(20,673.00)	324,531.00	
CAPITAL OUTLAY	7800/600		11,037.00	11,037.00	(375.00)	10,662.00	
OTHER	7800/700		148,034.00	148,034.00	16,500.62	164,534.62	SUBSTITUTE BUS DRIVERS
SUBTOTAL			6,113,886.00	6,113,886.00	62,430.15	6,176,316.15	
OPERATION OF PLANT							
SALARIES	7900/100		4,152,616.00	4,152,616.00	(6,187.00)	4,146,429.00	ADJ TO ACTUAL PAYROLL
BENEFITS	7900/200		2,189,064.00	2,189,064.00	13,177.00	2,202,241.00	ADJ FOR ACTUAL INSURANCE PREM
SERVICES	7900/300		2,053,097.00	2,053,097.00	(162,548.00)	1,890,549.00	ADJ PROJECTED INCREASE IN PROPERTY INSURANCE
ENERGY	7900/400	6	4,628,608.00	4,628,608.00	115,158.00	4,743,766.00	
CONSUMABLE	7900/500		240,055.00	240,055.00	8,855.00	248,910.00	
CAPITAL OUTLAY	7900/600		31.00	2,608.64	31.36	2,640.00	
OTHER	7900/700		51,633.00	51,633.00	13,815.00	65,448.00	
SUBTOTAL			13,315,104.00	13,317,681.64	(47,698.64)	13,299,983.00	
MAINTENANCE OF PLANT							
SALARIES	8100/100	3	2,823,631.00	2,823,631.00	239,297.00	3,062,928.00	INC IN 4 BR OVER PRIOR YR (FACILITIES DEPT); TERM PAYOUT
BENEFITS	8100/200		1,053,831.00	1,053,831.00	30,132.21	1,083,963.21	ADJ FOR ACTUAL INSURANCE PREM
SERVICES	8100/300		70,836.00	70,836.00	3,981.00	74,817.00	
CONSUMABLE	8100/500		83,838.00	83,838.00	4,314.00	88,152.00	
CONSUMABLE	8100/600		-	-	99.00	99.00	
OTHER	8100/700		137.00	648.00	(11.00)	677.00	
SUBTOTAL			4,032,273.00	4,032,784.00	277,812.21	4,310,596.21	
ADMINISTRATIVE TECHNOLOGY SERVICES							
SALARIES	8200/100	3	415,387.00	415,387.00	38,771.49	474,158.49	TERM PAYOUT
BENEFITS	8200/200		133,577.00	133,577.00	(23,312.88)	110,264.12	ADJ FOR ACTUAL INSURANCE PREM
OTHER	8200/700		324.00	10,368.00	-	10,368.00	
SUBTOTAL			549,288.00	559,332.00	35,458.61	594,790.61	
COMMUNITY SERVICES							
SALARIES	9100/100		1,592,685.00	1,592,685.00	-	1,592,685.00	
BENEFITS	9100/200		395,090.00	395,090.00	-	395,090.00	
SERVICES	9100/300		127,299.00	127,299.00	5,599.00	132,898.00	
CONSUMABLE	9100/500		207,817.00	207,817.00	17,434.00	225,251.00	
CAPITAL OUTLAY	9100/600		57,338.00	57,338.00	(6,163.00)	51,175.00	
OTHER	9100/700		208,414.00	208,414.00	1,512.00	209,926.00	
SUBTOTAL			2,588,643.00	2,588,643.00	18,382.00	2,607,025.00	
TRANSFERS TO OTHER FUNDS							
SPECIAL REVENUE	9700/940		54,347.00	54,347.00	-	54,347.00	
			54,347.00	54,347.00	-	54,347.00	
TOTAL APPROPRIATIONS/EXPENDITURES/AVAIL BALANCE			\$ 141,656,988.00	\$ 141,886,727.64	\$ 1,027,098.28	\$ 142,913,825.92	
ENDING FUND BALANCE 6/30/2013			7,904,041.00	8,148,347.35	(2,068,261.58)	6,080,085.77	
TOTAL APPROPRIATIONS AND PROJECTED FUND BALANCE			\$ 149,561,029.00	\$ 150,035,074.99	\$	\$ 148,993,911.69	



School Board of Martin County
Agenda Item Request Form
Board Meeting: January 15, 2013

Agenda Item # 7.04

1. AGENDA ITEM: Approve Northern Trust Value Investors Quarterly Review Ending September 30, 2012

X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION:

The Northern Trust Investments account is for the Early Retirement Plan (Plan) which is an employee pension benefit plan that was implemented by the School Board of Martin County, FL (Board) on July 1, 1986. The Plan is administered and managed by the Board and was established to provide retirement benefits to vested participants in the Plan or the beneficiaries in accordance with the Plan. As of June 30, 2012, the Plan had 79 active participants and no additional employees are eligible to join the Plan.

The Plan and the benefits provided thereunder are funded by contributions by the Board. Benefits are in monthly payments as selected by the participant at the time of retirement in accordance with the provisions of the Plan and the law.

The Board is charged by law with the responsibility for the investment of the assets of the Plan. To assist the Board in this function, they are authorized to engage the services of qualified Investment Managers who possess the necessary specialized research facilities and skill to assure the expertise under such laws as may now apply or in the future apply to investments of the Trust Fund.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [] YES x NO
Is funding provided in approved budget? [] YES x NO
What additional funding is required? Indicate Amount \$ _____
Source: _____

4. SUPERINTENDENT RECOMMENDS APPROVAL: [x] YES [] NO

5. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Helene DiBartolomeo (Signature)
Director/Principal: _____ (Signature)
Exec. Director or Asst. Superintendent: _____ (Signature)
Finance Review: Helene DiBartolomeo (Signature)
Legal Review: [] REQUIRED [] NOT REQUIRED (Signature)

Northern Trust

Quarterly Portfolio Review

THE SCHOOL BOARD OF MARTIN COUNTY

September 30, 2012

Northern Trust
PURCHASE AND SALE
THE SCHOOL BOARD OF MARTIN COUNTY
From 07-01-12 To 09-30-12

<u>Trade Date</u>	<u>Settle Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Price</u>	<u>Amount</u>
PURCHASES					
07-23-12	07-26-12	1,519	BP PLC SPONSORED ADR	39.85	60,537.30
08-17-12	08-22-12	457	BP PLC SPONSORED ADR	42.71	19,522.12
07-16-12	07-19-12	4,929	CISCO SYS INC COM	16.21	79,908.04
08-03-12	08-08-12	793	COACH INC COM	50.91	40,372.09
08-17-12	08-22-12	643	ENERGIZER HLDGS INC COM	67.95	43,695.59
07-27-12	08-01-12	523	FREEMPORT-MCMORAN COPPER & GOLD COM	33.60	17,575.47
07-11-12	07-16-12	100,000	MCDONALDS CORP MED TERM NT BE 1.875% Due 05-29-19	102.10	102,108.00
07-23-12	07-26-12	717	OCCIDENTAL PETE CORP DEL COM	84.63	60,681.85
09-10-12	09-13-12	958	ST JUDE MED INC COM	39.30	37,658.54
					462,059.00
SALES					
08-13-12	08-16-12	75	3M CO COM	91.97	6,898.40
08-23-12	08-28-12	240	3M CO COM	91.91	22,060.17
08-13-12	08-16-12	305	ABBOTT LABS COM	65.79	20,066.01
08-09-12	08-14-12	648	ALLSTATE CORP COM	37.95	24,597.20
08-13-12	08-16-12	246	ALLSTATE CORP COM	37.85	9,312.27
08-13-12	08-16-12	639	APPLIED MATLS INC COM	11.76	7,519.58
08-09-12	08-14-12	365	AT&T INC COM	37.08	13,536.52
08-13-12	08-16-12	312	AT&T INC COM	37.42	11,675.81
08-23-12	08-28-12	498	AT&T INC COM	36.48	18,168.14
08-13-12	08-16-12	303	BAKER HUGHES INC COM	47.83	14,492.92
08-13-12	08-16-12	707	BANK NEW YORK MELLON CORP COM	22.14	15,659.23
08-13-12	08-16-12	56	BLACKROCK INC COM	173.68	9,726.43
08-13-12	08-16-12	190	BOEING CO COM	73.90	14,041.43
08-13-12	08-16-12	234	BP PLC SPONSORED ADR	42.16	9,866.10
08-13-12	08-16-12	184	CHEVRON CORP NEW COM	112.94	20,781.48
08-13-12	08-16-12	622	CISCO SYS INC COM	17.30	10,765.09
08-13-12	08-16-12	265	CME GROUP INC COM	53.26	14,115.50
08-13-12	08-16-12	55	COACH INC COM	55.66	3,061.36
07-16-12	07-19-12	635	COCA COLA CO COM	76.48	48,571.08
08-13-12	08-16-12	229	DOW CHEM CO COM	29.32	6,714.80
08-13-12	08-16-12	70	ENERGIZER HLDGS INC COM	64.97	4,547.95
08-13-12	08-16-12	307	ENSCO PLC SHS CLASS A	55.56	17,057.72
08-13-12	08-16-12	237	EXXON MOBIL CORP COM	87.85	20,820.98
09-15-12	09-15-12	50,000	FEDERAL NATL MTG ASSN 4.375% Due 09-15-12	100.00	50,000.00

Northern Trust
PURCHASE AND SALE
THE SCHOOL BOARD OF MARTIN COUNTY
From 07-01-12 To 09-30-12

Trade Date	Settle Date	Quantity	Security	Unit Price	Amount
08-13-12	08-16-12	127	FREEPORT-MCMORAN COPPER & GOLD COM	35.26	4,479.26
08-13-12	08-16-12	772	GENERAL ELECTRIC CO COM	20.87	16,119.31
08-13-12	08-16-12	120	GOLDMAN SACHS GROUP INC COM	103.29	12,395.89
08-13-12	08-16-12	419	HEWLETT PACKARD CO COM	19.49	8,166.40
08-13-12	08-16-12	444	INTEL CORP COM	26.55	11,788.76
08-13-12	08-16-12	727	INVESCO LTD SHS	23.58	17,149.32
08-13-12	08-16-12	66	JOHNSON & JOHNSON COM	68.13	4,496.84
08-13-12	08-16-12	180	JOHNSON CTLS INC COM	25.91	4,664.11
08-13-12	08-16-12	421	JPMORGAN CHASE & CO COM	36.78	15,484.64
07-23-12	07-26-12	2,021	KKR & CO L P DEL COM UNITS	13.66	27,621.74
09-17-12	09-20-12	2,047	KKR & CO L P DEL COM UNITS	15.18	31,091.85
08-13-12	08-16-12	56	KRAFT FOODS INC CL A	40.77	2,283.14
07-16-12	07-19-12	1,605	MASCO CORP COM	13.81	22,171.65
08-13-12	08-16-12	232	MEDTRONIC INC COM	40.01	9,282.90
08-13-12	08-16-12	218	MERCK & CO INC NEW COM	44.31	9,661.75
08-13-12	08-16-12	569	METLIFE INC COM	34.67	19,730.36
08-13-12	08-16-12	382	MICROSOFT CORP COM	30.28	11,569.97
08-13-12	08-16-12	1,143	NEW YORK CMNTY BANCORP INC COM	12.99	14,852.01
08-13-12	08-16-12	53	NEWELL RUBBERMAID INC COM	16.74	887.47
08-13-12	08-16-12	71	NEWMONT MINING CORP COM	46.64	3,311.72
08-13-12	08-16-12	88	OCCIDENTAL PETE CORP DEL COM	89.54	7,880.16
08-13-12	08-16-12	340	OMNICOM GROUP INC COM	51.57	17,535.31
08-13-12	08-16-12	50	PEPSICO INC COM	71.63	3,581.52
08-13-12	08-16-12	914	PFIZER INC COM	23.70	21,662.69
08-13-12	08-16-12	113	PHILIP MORRIS INTL INC COM	91.99	10,395.97
07-10-12	07-13-12	100,000	PITNEY BOWES INC 5.000% Due 03-15-15	104.54	104,540.00
08-13-12	08-16-12	305	PRUDENTIAL FINL INC COM	53.51	16,320.78
08-13-12	08-16-12	197	QUALCOMM INC COM	61.86	12,187.44
07-23-12	07-26-12	1,850	SANOFI SPONSORED ADR	37.09	68,632.28
08-13-12	08-16-12	302	SCHLUMBERGER LTD COM	75.00	22,650.20
08-13-12	08-16-12	129	SIEMENS A G SPONSORED ADR	90.93	11,730.73
08-13-12	08-16-12	188	TARGET CORP COM	62.38	11,727.63
08-30-12	09-05-12	244	TARGET CORP COM	64.13	15,648.42
08-13-12	08-16-12	261	TEVA PHARMACEUTICAL INDS LTD ADR	40.63	10,606.72
08-13-12	08-16-12	439	VODAFONE GROUP PLC NEW SPONS ADR NEW	29.88	13,117.74
07-16-12	07-19-12	591	WAL-MART STORES INC COM	72.93	43,104.71
08-01-12	08-06-12	824	WAL-MART STORES INC COM	74.50	61,389.29

Northern Trust
PURCHASE AND SALE
THE SCHOOL BOARD OF MARTIN COUNTY
From 07-01-12 To 09-30-12

<u>Trade Date</u>	<u>Settle Date</u>	<u>Quantity</u>	<u>Security</u>	<u>Unit Price</u>	<u>Amount</u>
08-13-12	08-16-12	487	WELLS FARGO & CO NEW COM	33.84	16,481.47
					1,110,458.32

Northern Trust
PORTFOLIO APPRAISAL
THE SCHOOL BOARD OF MARTIN COUNTY
September 30, 2012

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Yield
CASH & EQUIVALENTS							
	CASH & CASH EQUIVALENTS		162,926.93		162,926.93	3.0	0.0
	DIVIDEND ACCRUAL ACCOUNT		5,758.25		5,758.25	0.1	0.0
			<u>168,685.18</u>		<u>168,685.18</u>	<u>3.1</u>	<u>0.0</u>
COMMON STOCK							
ENERGY							
47	BAKER HUGHES INC COM	30.10	1,414.90	45.23	2,125.81	0.0	1.3
400	BAKER HUGHES INC COM	36.70	14,681.19	45.23	18,092.00	0.3	1.3
460	BAKER HUGHES INC COM	43.72	20,112.28	45.23	20,805.80	0.3	1.3
305	BAKER HUGHES INC COM	59.25	18,071.29	45.23	13,795.15	0.2	1.3
390	BAKER HUGHES INC COM	48.27	18,826.41	45.23	17,639.70	0.3	1.3
450	BAKER HUGHES INC COM	52.67	23,705.50	45.23	20,353.50	0.3	1.3
251	CHEVRON CORP NEW COM	58.63	14,716.26	116.56	29,256.56	0.5	3.0
165	CHEVRON CORP NEW COM	71.34	11,771.49	116.56	19,232.40	0.3	3.0
550	CHEVRON CORP NEW COM	78.56	43,210.68	116.56	64,108.00	1.1	3.0
463	EXXON MOBIL CORP COM	71.35	33,039.62	91.45	42,341.35	0.7	2.4
525	EXXON MOBIL CORP COM	69.06	36,260.20	91.45	48,011.25	0.8	2.4
275	EXXON MOBIL CORP COM	64.34	17,695.14	91.45	25,148.75	0.4	2.4
629	OCCIDENTAL PETE CORP DEL COM	84.63	53,234.14	86.06	54,131.74	0.9	2.5
233	SCHLUMBERGER LTD COM	40.14	9,352.70	72.33	16,852.89	0.3	1.5
800	SCHLUMBERGER LTD COM	41.13	32,908.15	72.33	57,864.00	1.0	1.5
			<u>348,999.97</u>		<u>449,758.90</u>	<u>8.3</u>	<u>2.2</u>
MATERIALS							
1,396	DOW CHEM CO COM	8.70	12,148.53	28.95	40,421.18	0.7	4.4
640	DOW CHEM CO COM	22.88	14,645.75	28.95	18,531.20	0.3	4.4
828	FREEMONT-MCMORAN COPPER & GOLD COM	39.58	32,779.91	39.58	32,772.24	0.6	3.1
523	FREEMONT-MCMORAN COPPER & GOLD COM	33.60	17,575.47	39.58	20,700.34	0.3	3.1
594	NEWMONT MINING CORP COM	59.98	35,632.48	56.01	33,272.91	0.6	2.4
			<u>112,782.15</u>		<u>145,697.87</u>	<u>2.6</u>	<u>3.5</u>
INDUSTRIALS							
105	3M CO COM	46.24	4,855.66	92.42	9,704.10	0.1	2.5
300	3M CO COM	71.33	21,399.95	92.42	27,726.00	0.5	2.5
440	BOEING CO COM	65.82	28,961.39	69.59	30,621.80	0.5	2.5
880	BOEING CO COM	39.23	34,522.99	69.59	61,243.60	1.1	2.5
628	GENERAL ELECTRIC CO COM	13.53	8,498.95	22.71	14,261.88	0.2	2.9
2,000	GENERAL ELECTRIC CO COM	10.99	21,988.95	22.71	45,420.00	0.8	2.9
1,650	GENERAL ELECTRIC CO COM	10.72	17,696.79	22.71	37,471.50	0.6	2.9
			<u>137,924.69</u>		<u>226,448.88</u>	<u>4.1</u>	<u>2.7</u>
CONSUMER DISCRETIONARY							
738	COACH INC COM	50.91	37,572.00	56.02	41,342.76	0.7	2.1
1,000	JOHNSON CTLS INC COM	31.99	31,997.68	27.40	27,400.00	0.5	2.6
3,077	NEWELL RUBBERMAID INC COM	15.74	48,456.29	19.09	58,739.93	1.0	2.0
1,535	NEWELL RUBBERMAID INC COM	12.93	19,859.26	19.09	29,303.15	0.5	2.0
125	OMNICOM GROUP INC COM	27.61	3,451.84	51.56	6,445.00	0.1	2.3
1,140	OMNICOM GROUP INC COM	32.82	37,416.34	51.56	58,778.40	1.0	2.3
545	OMNICOM GROUP INC COM	35.69	19,454.44	51.56	28,100.20	0.5	2.3
1,153	TARGET CORP COM	49.88	57,519.76	63.47	73,180.91	1.3	2.2
			<u>255,727.63</u>		<u>323,290.35</u>	<u>5.9</u>	<u>2.2</u>
CONSUMER STAPLES							
467	ENERGIZER HLDGS INC COM	72.95	34,069.83	74.61	34,842.87	0.6	2.1
643	ENERGIZER HLDGS INC COM	67.95	43,695.59	74.61	47,974.23	0.8	2.1
1,034	MONDELEZ INTL INC CL A	32.94	34,065.32	41.35	42,755.90	0.7	2.8
35	PEPSICO INC COM	67.43	2,360.11	70.77	2,476.95	0.0	3.0
750	PEPSICO INC COM	65.51	49,132.53	70.77	53,077.50	0.9	3.0
637	PHILIP MORRIS INTL INC COM	42.81	27,271.88	89.94	57,291.78	1.0	3.7
			<u>190,595.28</u>		<u>238,419.23</u>	<u>4.4</u>	<u>2.8</u>
HEALTH CARE							
1,195	ABBOTT LABS COM	49.43	59,075.38	68.56	81,929.20	1.5	2.9
379	JOHNSON & JOHNSON COM	54.12	20,514.81	68.91	26,116.89	0.4	3.5

Northern Trust
PORTFOLIO APPRAISAL
THE SCHOOL BOARD OF MARTIN COUNTY
September 30, 2012

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Yield
550	JOHNSON & JOHNSON COM	63.99	35,196.53	68.91	37,900.50	0.6	3.5
1,068	MEDTRONIC INC COM	31.18	33,310.87	43.12	46,052.16	0.8	2.4
540	MEDTRONIC INC COM	32.19	17,386.15	43.12	23,284.80	0.4	2.4
190	MEDTRONIC INC COM	40.36	7,669.75	43.12	8,192.80	0.1	2.4
477	MERCK & CO INC NEW COM	36.43	17,380.15	45.09	21,510.31	0.3	3.7
1,640	MERCK & CO INC NEW COM	34.37	56,372.47	45.09	73,955.80	1.3	3.7
685	PFIZER INC COM	17.71	12,137.17	24.85	17,025.35	0.3	3.5
320	PFIZER INC COM	17.51	5,606.98	24.85	7,955.10	0.1	3.5
1,526	PFIZER INC COM	17.51	26,741.02	24.85	37,939.73	0.7	3.5
1,615	PFIZER INC COM	17.56	28,366.74	24.85	40,132.75	0.7	3.5
958	ST JUDE MED INC COM	39.30	37,658.54	42.13	40,360.54	0.7	2.1
			357,416.58		462,355.95	8.5	3.1
FINANCIALS							
1,656	ALLSTATE CORP COM	20.60	34,115.17	39.61	65,594.16	1.2	2.2
500	ALLSTATE CORP COM	31.83	15,919.05	39.61	19,805.00	0.3	2.2
2,078	BANK NEW YORK MELLON CORP COM	23.95	49,769.36	22.62	47,004.36	0.8	2.2
700	BANK NEW YORK MELLON CORP COM	25.59	17,913.97	22.62	15,834.00	0.2	2.2
304	BLACKROCK INC COM	160.92	48,920.52	178.30	54,203.20	1.0	3.3
108	BLACKROCK INC COM	175.41	18,944.90	178.30	19,256.40	0.3	3.3
860	CME GROUP INC COM	50.96	43,830.96	57.29	49,269.40	0.9	3.1
345	CME GROUP INC COM	55.61	19,185.98	57.29	19,765.05	0.3	3.1
282	GOLDMAN SACHS GROUP INC COM	72.00	20,306.45	113.68	32,057.76	0.5	1.6
133	GOLDMAN SACHS GROUP INC COM	138.50	18,421.35	113.68	15,119.44	0.2	1.6
210	GOLDMAN SACHS GROUP INC COM	138.59	29,105.96	113.68	23,872.80	0.4	1.6
176	GOLDMAN SACHS GROUP INC COM	93.38	16,436.23	113.68	20,007.68	0.3	1.6
3,028	INVESCO LTD SHS	19.97	60,486.46	24.99	75,669.72	1.3	2.7
570	INVESCO LTD SHS	21.60	12,316.39	24.99	14,244.30	0.2	2.7
1,589	JPMORGAN CHASE & CO COM	45.75	72,699.53	40.48	64,322.72	1.1	2.9
780	JPMORGAN CHASE & CO COM	41.62	32,466.31	40.48	31,574.40	0.5	2.9
1,496	METLIFE INC COM	26.44	39,556.12	34.46	51,552.16	0.9	2.1
755	METLIFE INC COM	41.37	31,237.71	34.46	26,017.30	0.4	2.1
380	METLIFE INC COM	35.39	13,451.83	34.46	13,094.80	0.2	2.1
1,462	NEW YORK CMNTY BANCORP INC COM	11.41	16,690.35	14.16	20,701.92	0.3	7.0
1,625	NEW YORK CMNTY BANCORP INC COM	11.20	18,216.10	14.16	23,010.00	0.4	7.0
1,105	NEW YORK CMNTY BANCORP INC COM	16.17	17,870.39	14.16	15,646.80	0.2	7.0
1,485	NEW YORK CMNTY BANCORP INC COM	13.50	20,056.45	14.16	21,027.60	0.3	7.0
1,155	PRUDENTIAL FINL INC COM	54.03	62,407.27	54.51	62,959.05	1.1	2.6
265	PRUDENTIAL FINL INC COM	61.34	16,256.10	54.51	14,445.15	0.2	2.6
235	PRUDENTIAL FINL INC COM	57.15	13,431.14	54.51	12,809.85	0.2	2.6
613	WELLS FARGO & CO NEW COM	31.22	19,138.80	34.53	21,166.89	0.3	2.5
2,500	WELLS FARGO & CO NEW COM	13.14	32,858.95	34.53	86,325.00	1.5	2.5
			812,009.85		936,356.91	17.2	2.9
INFORMATION TECHNOLOGY							
4,061	APPLIED MATLS INC COM	10.45	42,454.43	11.16	45,341.06	0.8	3.2
4,307	CISCO SYS INC COM	16.21	69,824.29	19.09	82,242.16	1.5	2.9
2,926	HEWLETT PACKARD CO COM	24.41	71,449.63	17.06	49,917.56	0.9	3.0
1,991	INTEL CORP COM	20.01	39,847.11	22.65	45,106.10	0.8	3.9
1,275	INTEL CORP COM	18.42	23,494.45	22.65	28,885.12	0.5	3.9
1,903	MICROSOFT CORP COM	20.71	39,418.85	29.76	56,633.28	1.0	3.0
585	MICROSOFT CORP COM	24.10	14,101.60	29.76	17,409.60	0.3	3.0
305	MICROSOFT CORP COM	24.28	7,407.46	29.76	9,076.80	0.1	3.0
688	QUALCOMM INC COM	38.70	26,628.40	62.47	42,979.36	0.7	1.6
290	QUALCOMM INC COM	39.18	11,362.45	62.47	18,116.30	0.3	1.6
			345,988.68		395,707.36	7.3	3.0
TELECOMM SERVICE							
1,204	AT&T INC COM	25.32	30,487.27	37.70	45,390.80	0.8	4.6
730	AT&T INC COM	26.78	19,551.05	37.70	27,521.00	0.5	4.6
			50,038.32		72,911.80	1.3	4.6
	COMMON STOCK Total		2,611,483.20		3,250,947.25	60.0	2.8

Northern Trust
PORTFOLIO APPRAISAL
THE SCHOOL BOARD OF MARTIN COUNTY
September 30, 2012

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Pct. Assets	Yield
AMERICAN DEPOSITORY RECEIPTS							
ENERGY							
1,285	BP PLC SPONSORED ADR	39.85	51,211.60	42.36	54,432.60	1.0	4.5
457	BP PLC SPONSORED ADR	42.71	19,522.12	42.36	19,358.52	0.3	4.5
1,493	ENSCO PLC SHS CLASS A	38.62	57,673.05	54.56	81,458.08	1.5	2.7
			128,406.78		155,249.20	2.8	3.5
INDUSTRIALS							
673	SIEMENS A G SPONSORED ADR	103.61	69,729.90	100.15	67,400.95	1.2	2.8
245	SIEMENS A G SPONSORED ADR	81.76	20,031.33	100.15	24,536.75	0.4	2.8
			89,761.23		91,937.70	1.6	2.8
HEALTH CARE							
1,579	TEVA PHARMACEUTICAL INDS LTD ADR	41.65	65,777.61	41.41	65,386.39	1.2	1.8
			65,777.61		65,386.39	1.2	1.8
TELECOMM SERVICE							
2,721	VODAFONE GROUP PLC NEW SPONS ADR NEW	26.08	70,978.46	28.50	77,548.50	1.4	5.1
431	VODAFONE GROUP PLC NEW SPONS ADR NEW	27.37	11,800.72	28.50	12,283.50	0.2	5.1
			82,779.18		89,832.00	1.6	5.1
	AMERICAN DEPOSITORY RE Total		366,724.81		402,405.29	7.4	3.4
AGENCY BONDS							
100,000	FEDERAL HOME LOAN BANKS 3.375% Due 02-27-13	100.17	100,170.60	101.29	101,294.60	1.8	0.2
50,000	FEDERAL NATL MTG ASSN 3.250% Due 04-09-13	98.92	49,463.56	101.63	50,816.70	0.9	0.1
50,000	FEDERAL HOME LN MTG CORP 4.875% Due 11-15-13	102.39	51,198.85	105.28	52,640.35	0.9	0.1
100,000	FEDERAL NATL MTG ASSN 2.625% Due 11-20-14	99.99	99,994.90	104.99	104,990.30	1.9	0.2
50,000	FEDERAL HOME LN MTG CORP 2.875% Due 02-09-15	100.70	50,350.45	105.88	52,942.15	0.9	0.3
100,000	FEDERAL NATL MTG ASSN 2.375% Due 04-11-16	100.00	100,008.90	106.59	106,598.30	1.9	0.4
	Accrued Interest				4,300.34	0.0	
			451,187.26		473,582.74	8.7	0.2
CORPORATE BONDS							
100,000	GENERAL ELEC CAP CORP MTN BE 1.875% Due 09-16-13	101.00	101,005.00	101.41	101,417.10	1.8	0.3
100,000	ABBOTT LABS 4.350% Due 03-15-14	102.57	102,570.67	105.67	105,675.00	1.9	0.4
100,000	JPMORGAN CHASE & CO 3.700% Due 01-20-15	104.31	104,311.00	105.90	105,908.90	1.9	1.0
200,000	INTERNATIONAL BUSINESS MACHS 2.000% Due 01-05-16	98.03	196,065.00	104.46	208,933.60	3.8	0.6
100,000	BMO BANK OF MONTREAL 2.500% Due 01-11-17	102.60	102,604.00	105.13	105,132.20	1.9	1.2
100,000	DEERE JOHN CAP CORP MTNS BE 2.000% Due 01-13-17	102.94	102,947.00	104.16	104,168.20	1.9	1.0
100,000	MCDONALDS CORP MED TERM NT BE 1.875% Due 05-29-19	102.10	102,108.00	103.73	103,738.40	1.9	1.2
	Accrued Interest				3,581.04	0.0	
			811,610.67		838,554.44	15.4	0.8
GOV'T TREASURIES							
75,000	UNITED STATES TREAS NTS 3.125% Due 04-30-13	105.83	79,376.85	101.71	76,289.10	1.4	0.1
50,000	UNITED STATES TREAS NTS 2.500% Due 03-31-15	101.63	50,819.51	105.53	52,769.55	0.9	0.2
100,000	UNITED STATES TREAS NTS 3.125% Due 04-30-17	103.20	103,208.99	111.58	111,585.90	2.0	0.5

Northern Trust
PORTFOLIO APPRAISAL
THE SCHOOL BOARD OF MARTIN COUNTY
September 30, 2012

Quantity	Security	Unit Cost	Total Cost	Price	Market Value	Pet. Assets	Yield
	Accrued Interest		233,405.35		2,291.98	0.0	
					242,936.53	4.4	0.3
LIMITED PARTNERSHIPS							
FINANCIALS							
1,572	KKR & CO L P DEL COM UNITS	17.00	26,738.12	15.11	23,752.92	0.4	3.4
930	KKR & CO L P DEL COM UNITS	13.44	12,501.55	15.11	14,052.30	0.2	3.4
			39,239.67		37,805.22	0.6	3.4
	LIMITED PARTNERSHIPS Total		39,239.67		37,805.22	0.6	3.4
TOTAL PORTFOLIO			4,682,336.16		5,414,916.67	100.0	2.1

Northern Trust
THE SCHOOL BOARD OF MARTIN COUNTY
September 30, 2012

PORTFOLIO COMPOSITION				CHANGE IN PORTFOLIO	
	Market Value	Pct. Assets	Yield		
Cash	168,685.19	3.1	0.0	Portfolio Value on 06-30-12	5,746,769.96
Equities	3,691,157.76	68.1	3.0	Accrued Interest	14,369.39
Fixed Income	1,555,073.72	28.7	0.6	Net Additions/Withdrawals	-656,799.61
Other Assets	0.00	0.0	0.0	Realized Gains	41,046.33
				Unrealized Gains	232,823.65
				Income Received	40,902.95
				Change in Accrued Interest	-4,196.01
				Portfolio Value on 09-30-12	5,404,743.30
				Accrued Interest	10,173.37
Total	5,414,916.68	100.0	2.2		5,414,916.68

TIME WEIGHTED RETURN-ANNUALIZED FOR PERIODS GREATER THAN ONE YEAR

	Quarter To Date	Year To Date	Last 12 Months	3 Years To Date	5 Years To Date	10 Years To Date	Since Inception 08-16-96
Account	5.61	11.15	21.80	8.39	1.72	7.26	6.93
Balanced Index	4.96	12.07	22.61	10.11	1.48	7.44	7.36
Equities	7.66	15.76	32.75	10.92	-0.26	8.26	6.66
Russell 1000 Value	6.50	15.74	30.91	11.83	-0.90	8.16	7.57
S&P 500	6.35	16.44	30.20	13.20	1.05	8.01	6.82
Fixed Income	1.13	1.89	2.53	3.06	4.29	4.01	4.51
Barclays Cap Bond Index Inter Govt/Cred	1.40	3.53	4.40	5.17	5.70	4.75	5.82
Balanced Index composed of:							
			Russell 1000 Value	70%			
			Barclays Cap Bond Index Inter Govt/Cred	30%			



School Board of Martin County
Agenda Item Request Form
Board Meeting:

Agenda Item # 7.05

1. **AGENDA ITEM:** Approve reimbursement to District in Mershon v School Board
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** The School Board approved and paid a settlement in the amount of \$150,000 in the Mershon case. The District filed a lawsuit against the insurance carrier to recover the settlement. The applicable insurance policy has a \$50,000 deductible. The insurance carrier had denied coverage filed by the District against it on the basis of late reporting by the third party administrator (EMI). The District had also incurred \$48,825.22 in attorney fees and costs related to the settlement of \$150,000. EMI and the insurance carrier each have agreed to pay the District \$49,608.41 towards the settlement, subject to board approval.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? N/A YES NO
 What additional funding is required? Indicate Amount \$99,216.82 to be received
 Unknown _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David Ruiz _____ Signature [Signature] _____
 Type or Print Name

Exec. Director or Asst. Superintendent: Steve Weil _____ Signature [Signature] _____
 Type or Print Name

Finance Review: Bryan Thabit _____ Signature _____
 Required if Financial Impact

Legal Review: Robert Kilbride _____ Signature [Signature] 12/5/12 _____
 Required for Contracts

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A. Form Revised 12-1-10



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 7.06

1. **AGENDA ITEM:** Authorize Superintendent to Contract for Financial Consultative Services in an Amount of \$6,000 with Tim Bargeron

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Assessment of District finances.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)?	YES	NO
Is funding provided in approved budget?	YES	NO
What additional funding is required?	Indicate Amount \$	_____
	Source: 0100.7500.0310.9534.0001	_____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	<u>Laurie Gaylord, Superintendent</u>	_____
	Type or Print Name	Signature
Director/Principal:	_____	_____
	Type or Print Name	Signature
Exec. Director or Asst. Superintendent:	_____	_____
	Type or Print Name	Signature
Finance Review:	_____	_____
	Type or Print Name	Signature
Legal Review:	<input type="checkbox"/> REQUIRED	_____
	<input type="checkbox"/> NOT REQUIRED	Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item #9.01

1. **AGENDA ITEM:** Approval of Memorandum of Agreement between the American Federation of State, County and Municipal Employees (AFSCME) and the Martin County School District regarding Settlement of Reprographics Overtime Grievance

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Pursuant to AFSCME contract ARTICLE 9, Section A.3 Seniority, the Martin County School District has agreed to pay Overtime and Compensatory Time to Lisa Edwards and Barbara Dotson to completely resolve the Reprographics Overtime Grievance. This is a one-time, non-precedent setting agreement.

Staff recommends approval of Memorandum of Agreement with AFSCME for Settlement of Reprographics Overtime Grievance.

3. **FINANCIAL IMPACT:**
Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$ 304,82
Source: \$187.15 - 0100.7700.0160.9528.000
~~117.67 - 0100.6200.0160.9528.000~~

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Kim Sabol
Labor/Employment Representative

Kim Sabol

Signature

Director/Principal: Xenobia Poitier-Anderson
Executive Director of HRMD and Staff Development

Xenobia Poitier-Anderson

Signature

Exec. Director or
Asst. Superintendent: Hank Salzler
Assistant Superintendent

Hank Salzler

Signature

Finance Review: Bryan Thabit
Executive Director of Finance

Bryan Thabit

Signature

Legal Review: REQUIRED
 NOT REQUIRED

[Signature]

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO


All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

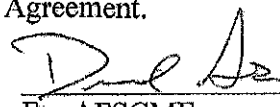
Settlement of Reprographics Overtime Grievance
In Re: Article 9, Section A.3 Seniority

AFSCME and the Martin County School District (the "District") have mutually agreed to pay 6.5 hours of overtime each to Lisa Edwards and Barbara Dotson using their contracted hourly rate calculated at time and one half. In addition Lisa Edwards and Barbara Dotson will each be awarded 13.5 hours of compensatory time. The School Board and AFSCME have determined that their respective interests would best be served by completely resolving this dispute without additional delay or litigation in this manner. This is a one-time, non-precedent setting agreement.

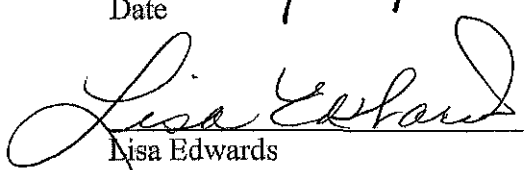
This Agreement is freely entered into by all parties for the purpose of achieving final resolution of the disputes between them. The parties agree that this is the entire agreement between the parties. This Agreement overrides and replaces all prior negotiations and terms proposed or discussed, whether in writing or orally, about the subject matter of this Agreement. This Agreement may not be modified or amended except by a writing signed by all the parties to this Agreement.



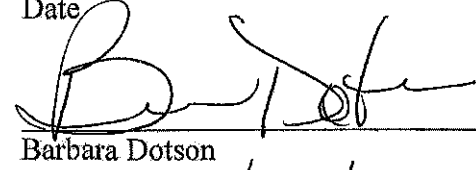
For the District
Date 11/27/12



For AFSCME
Date 11/27/12



Lisa Edwards
Date 11-27-2012



Barbara Dotson
Date 11/27/12



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 9.02

1. **AGENDA ITEM:** Approval of Memorandum of Agreement between the American Federation of State, County and Municipal Employees (AFSCME) and the Martin County School District regarding Karen Weiss' 2012/13 Salary Level Status

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** AFSCME and the Martin County School District have agreed to grandfather Karen Weiss' salary level status to Level 5, Step 15, as a 206 contract day Guidance Clerk retroactively to July 1, 2012. This is a one-time, non-precedent setting agreement.

Staff recommends approval of Memorandum of Agreement with AFSCME for Karen Weiss' 2012/13 Salary Level Status.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ 3,118.52

Source: 0100.6120.0160.0101.0000

4. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

5. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Kim Sabol _____
Labor/Employment Representative

Kim Sabol

Signature

Director/Principal: Xenobia Poitier-Anderson _____
Executive Director of HRMD and Staff Development

Xenobia Poitier-Anderson

Signature

Exec. Director or Asst. Superintendent: Henry A. Salzler _____
Assistant Superintendent

H A Salzler

Signature

Finance Review: _____
Type or Print Name

Signature

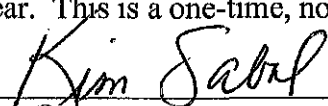
Legal Review: REQUIRED
 NOT REQUIRED

Signature


MEMORANDUM OF AGREEMENT
between
AFSCME Florida Council 79, Local 597
and
The Martin County School District

Karen Weiss

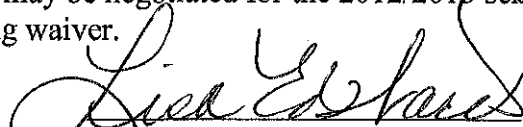
AFSCME and the Martin County School District (the "District") have mutually agreed to grandfather Karen Weiss's salary level status, placing her on Level 5, Step 15, as a 206 contract day Guidance Clerk retroactive to July 1, 2012. Her annual salary for the 2012/2013 school year will be \$26,813.58. Ms. Weiss will be eligible for step movement in accordance with any salary increase which may be negotiated for the 2012/2013 school year. This is a one-time, non-precedent setting waiver.



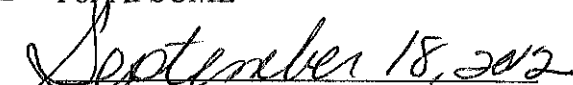
For the District



Date



For AFSCME



Date



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 10.1

1. **AGENDA ITEM:** Approval of an Amendment to The Standard Group Life Insurance Policy to clarify that an employee may not be insured as both an active employee and a retired employee.

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** This amendment would clarify the definition of a retired employee to prevent coverage as both an active employee and a retired employee under the Group Life Insurance Policy.

It would further provide that in the event the retiree was on a Waiver of Premium and the Waiver of Premium was discontinued, the retiree would be given 31 days from the date of notification to elect insurance under the retiree group life provision. This amendment is consistent with the intent of the plan and provides clarification on the Waiver of Premium benefit.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Collette Gotte
Type or Print Name

Collette Gotte
Signature

Executive Director: Steve Weil
Type or Print Name

Steve Weil
Signature

Asst. Superintendent: Hank Salzler
Type or Print Name

Hank Salzler
Signature

Finance Review: Bryan Thabit
Required if Financial Impact Type or Print Name

Signature

Legal Review: Robert Kilbride
Required for Contracts Type or Print Name

Robert Kilbride 12/3/12
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

GROUP POLICY AMENDMENT NO. XX

Attached to and made a part of Group Policy 645781-A issued to Martin County School District as Policyholder.

Effective August 1, 2012, the Group Policy is amended as follows:

- 1. That part of the Class Definition in the Becoming Insured portion of the **Coverage Features** which reads:

Class 3: All retired employees, other than retired administrative employees

Class 4: All retired administrative employees

is amended to read:

Class 3: All retired employees, other than retired administrative employees. This Class does not include a Member who is on Waiver of Premium.

Class 4: All retired administrative employees. This Class does not include a Member who is on Waiver Of Premium.

- 2. That part of the Premium Contributions portion of the **Coverage Features** which reads:

If you do not apply within 31 days, your coverage under the Group Policy will end as provided under the Waiver Of Premium provision.

is amended to read:

Retired Members:

If your coverage is Contributory and has been continued under the Waiver Of Premium provision and is scheduled to end, you may apply for coverage as a retiree within 31 days following the date your coverage under the Waiver Of Premium provision ends. If you apply within 31 days and agree to pay premiums, you will not be required to submit Evidence Of Insurability and your retiree coverage will be effective on the day after your coverage under Waiver Of Premium ends.

If you do not apply within 31 days, your coverage under the Group Policy will end as provided under the Waiver Of Premium provision.

- 3. The Schedule Of Insurance portion of the **Coverage Features** is amended by the addition of the following:

A Member may not be insured as both an Active Member and a retired Member.

STANDARD INSURANCE COMPANY

By

President

Corporate Secretary



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item **11.01**

1. **AGENDA ITEM:** Provider Agreement-School Readiness Early Learning Coalition of Indian River, Martin & Okeechobee Counties Inc. and The School Board of Martin County – Extended Day Program.

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Interagency agreement with Early Learning Coalition. The Early Learning Coalition provides subsidies child care for working families through this interagency agreement. Serves approx. 250 students 2012/2013 SY.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	<u>William Connolly</u> Type or Print Name	<u><i>W. Connolly</i></u> Signature
Director/Principal:	<u>William Connolly</u> Type or Print Name	<u><i>W. Connolly</i></u> Signature
Exec. Director or Asst. Superintendent:	<u>Joan Gibbons</u> Type or Print Name	<u><i>Joan Gibbons</i></u> Signature
Finance Review: Required If Financial Impact	<u>Bryan Thabit</u>	<u><i>Melene DiBartolomeo for Bryan Thabit</i></u> Signature
Legal Review: Required for Contracts	<input checked="" type="checkbox"/> REQUIRED <input type="checkbox"/> NOT REQUIRED	<u><i>[Signature]</i></u> Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Form Revised 7/3/12



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.**

PROVIDER AGREEMENT – SCHOOL READINESS

PROVIDER INFORMATION

Please complete all information below:

Name School Board of Martin County-Extended Day Program
(Enter the legal name on your license, registration or non-exempt certificate)

Contact Person Patrick Murray murrayp martin.k12.fl.us
Print name legibly Email ID

Address 500 East Ocean Blvd. Stuart, FL 34994
Street City

Zip

Contact Numbers (772) 219-1200 ext 30339 (772) 221-4914
Phone Fax

Email ID murrayp martin.k12.fl.us

Child Care Facility Certificate of License # (DCF) Exempt

Registration # (DCF) Exempt

License Exempt Accrediting Agency Exempt

License Exempt # Public School Provider

Are you a Gold Seal Accredited provider? Yes _____ No X

Are you an accredited provider? Yes _____ No X

If Yes to either of the above, give Accrediting Association: _____

Expiration Date of Accreditation: _____

FEIN # or Social Security #: 59-6000-742

For Internal ELCIRMO Purposes Only

Date Received: _____

Received By: _____

Effective Date of Agreement: _____



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

ELCIRMO Offices

Administration/Martin

10 S.E. Central Parkway, Suite 200
Stuart, FL 34994
772 220-1220

Indian River

2459 St. Lucie Avenue
Vero Beach, FL 32960
772 567-7480

Okeechobee

308 NW 5th Street
Okeechobee, FL 34972
863 357-1154

The Florida's Office of Early Learning (FOEL) and the Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. (ELCIRMO) are mandated to provide oversight and establish policies for School Readiness (SR) funding through Florida's Office of Early Learning (FOEL) where funding is based on applicable Florida Statutes, Early Learning Rules, Administrative Code, Department of Children and Families (DCF), and United For Families (UFF) which may be amended from time to time during the Agreement period.

ELCIRMO reimburses early learning child care providers for providing early learning / School Readiness services.

Full text of the following statutes and other applicable rules and policies:

Early Learning Laws, including School Readiness Act (Chapter 411, F.S.)

Voluntary Pre-Kindergarten Law (Chapter 1002, Part V)

Early Learning Rules: School Readiness (Chapter 60BB-4, F.A.C.) and Voluntary Pre-Kindergarten (Chapter 60BB-8, F.A.C.)

can be found at:

http://www.floridajobs.org/earlylearning/OEL_Program_StateFed.html

Florida School Readiness Performance Standards can be found at:

www.flbt5.com

Florida Administrative Code Child Care Standards for centers can be found at:

http://nrckids.org/STATES/FL/fl_65_22.pdf

All child care laws and requirements can be found at:

<http://www.dcf.state.fl.us/programs/childcare/laws.shtml>

Rilya Wilson Act:

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=Rilya&URL=0000-0099/0039/Sections/0039.604.html

These policies apply to services provided by ELCIRMO and for services performed by early learning providers for SR children in their care.

This is a program that comes with mandated regulations. By signing Page 15 and initialing all pages you are agreeing to abide by all terms.

Please take the time to read this agreement carefully. This agreement is unique and separate from any agreements made for voluntary pre-kindergarten or other programs in which the provider may participate. Each page must be initialed and the agreement must be signed on Page 15.

School Districts, Head Start, Recreation Programs and Evening-Only Providers are excluded from the requirements in Section H, except for H.1 and H.3.



**EARLY LEARNING COALITION OF INDIAN RIVER,
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This **Provider Agreement** (hereinafter "Agreement") is made and entered into this _____ day of _____, 2012, by and between _____, whose principal address is _____ (hereinafter "Provider") and the Early Learning Coalition of Indian River, Martin & Okeechobee Counties, Inc., whose principal address is 10 S.E. Central Parkway, Suite 200, Stuart, Florida, 34994 (hereinafter "ELCIRMO").

WHEREAS, Florida's Office of Early Learning and ELCIRMO are mandated to provide oversight and establish policies for School Readiness funding through the Office of Early Learning where funding is based on applicable Florida Statutes, Early Learning Rules, Florida Administrative Code, the Department of Children and Families (hereinafter "DCF"), and United For Families (hereinafter "UFF"), which may be amended from time to time during the Agreement period.

WHEREAS, ELCIRMO reimburses qualified early learning child care providers for providing early learning / School Readiness services; and

WHEREAS, Provider is desirous of qualifying as an early learning child care provider and has agreed to conduct itself in a manner consistent with applicable federal, state and local laws and regulations and with the requirements of ELCIRMO.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to the following:

A. Parental Access

1. Provider shall allow parents to visit at any time as required by law.

B. School Readiness Funding Reimbursement and Fiscal Policies

1. Rate Restrictions:

1.1 Provider shall not charge a rate for subsidized child care families, which is higher than that charged to private families. Subsidized parents may be required to pay a rate differential if the rate paid by funding from ELCIRMO is lower than the rate charged to private families. It is the Provider's responsibility to collect the parent differential rate.

1.2 Foster parents or long-term relative caregivers of DCF referred at-risk children (BG1-13 and BG1-14R, BG3-RCG, BG3-28A) are only required to pay "parent fees." Any additional fees (such as registration fees, supply fees, or tuition gap) may not be assessed.

2. Parent Fees

2.1 It is the responsibility of Provider to collect parent fees. ELCIRMO requires a paid in full receipt for a transfer to take place, however, ELCIRMO will not take any action on behalf of the provider to collect parent fees. Parents are only accountable for the last thirty (30) days of parent fees.



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3. Reimbursement Report and Payment:

3.1 All required attendance documents (rosters) are due to ELCIRMO no later than the second (2nd) workday of each month. As a rule, payment for services will be direct deposited or mailed by the 20th of each month. Any reimbursement request received after the second (2nd) business day of each month may be processed in the next reimbursement period.

3.2 Payment shall be made only for those expenditures incurred in the provision of eligible services to clients referred by ELCIRMO. Client eligibility shall be determined and/or authorized by ELCIRMO. Provider shall furnish such information as may be required to verify client eligibility.

4. Reconciling Reimbursement Payments:

4.1 Provider shall be responsible to review the reimbursement summary provided by ELCIRMO's Finance Staff each month and report reimbursement underpayments or children omitted from the report within sixty (60) days of receipt of the reimbursement summary. Any overpayment must be repaid to ELCIRMO from the date of occurrence.

4.2 ELCIRMO is given full authority by the State Office of Early Learning to offset any Voluntary Pre-Kindergarten (VPK) outstanding balances owed by School Readiness providers who are also VPK program providers.

4.3 Provider shall return to ELCIRMO any overpayments due to unearned funds disallowed pursuant to the terms of this Agreement that were disbursed to Provider by ELCIRMO. In the event that Provider or its independent auditor discovers that an overpayment has been made, Provider shall repay said overpayment within forty (40) days without prior notification from ELCIRMO or may request the amount to be offset if funds from ELCIRMO are due to Provider. In the event that ELCIRMO first discovers an overpayment has been made, ELCIRMO may offset the overpayment from funds due from ELCIRMO to Provider or will notify Provider by letter of such a finding. Should repayment not be made in a timely manner, ELCIRMO shall charge interest at a rate of one percent per month or up to the maximum amount permitted by law, whichever is less, compounded on the outstanding balance after 40 calendar days after the date of notification of discovery.

5. Attendance Rosters:

5.1 Provider shall complete attendance rosters provided by ELCIRMO in order to generate a monthly reimbursement payment. Each child is allowed three (3) days of unexcused absences per month and two (2) days of absence based on written documentation provided by the parent, justifying the absence. If a child is absent for additional days due to extraordinary circumstances such as a serious illness, death in the family, hospitalization, etc., reimbursement up to an additional five (5) days may be made for those days the child is absent with appropriate documentation of the extraordinary circumstance. Provider shall not be reimbursed for more than five (5) days of child absences during a given service month, unless extraordinary circumstances are documented and approved by ELCIRMO. All attendance rosters and the information contained therein shall be kept confidential.



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6. Attendance Monitoring Records:

6.1 Provider shall maintain each child's daily sign in and sign out attendance with the appropriate signatures on file at the child care facility; sign-in/sign-out sheets must contain at a minimum the following elements: month/year, provider name, child name (one name per month per child), date, time-in with full parent/guardian signature, time out with full parent/guardian signature. ELCIRMO staff will audit the sign in and sign out records. Records that are not available during the audit or failure to substantiate the reimbursement claim filed by ELCIRMO will automatically result in a disallowed subsidy payment. Disallowed payments will be deducted from any forthcoming reimbursement payments.

7. Quality Assurance for Maintaining Attendance Records:

7.1 If Provider fails to abide by the requirements for financial accountability, fails to maintain appropriate child sign in and sign out records with the appropriate signatures substantiating reimbursement for subsidized early learning services or fails to participate in an audit, ELCIRMO shall take the following action.

- a. First Non-Compliance Notice: Provider shall be placed on a 90-day probationary period. Reimbursement shall be reduced by the amount of any discrepancy found in the attendance records and technical assistance provided to Provider may be suspended. A follow-up audit shall be performed following the 90-day period.
- b. Second Non-Compliance Notice: If Provider continues to produce an error rate in its records of greater than 10% following the 90-day probationary period, a report of the Provider monitoring will be presented to the ELCIRMO Board for consideration of subsequent actions, including but not limited to, termination of this Agreement.
- c. If Provider does not agree with this monitoring decision, Provider shall have five (5) business days to appeal this decision in writing to ELCIRMO as set forth in Section M of this Agreement.

7.2 In cases of suspected fraud, referral shall be made to FOEL Fraud Referral System.

8. Holidays and Closings:

8.1 Provider shall be compensated for a maximum of ten (10) scheduled holidays during fiscal year 2012-2013 as indicated in the Holiday Schedule. If Provider provides child care to school-age children for 'non-school days only' Provider shall be reimbursed for attendance during 'non-school days only' and shall not be reimbursed for scheduled holidays. ELCIRMO shall have sole discretion to address reimbursement issues for facility closings because of acts of nature (hurricanes, tropical storms etc.) and shall make appropriate and timely reimbursement decisions as warranted by those acts of nature.

9. Suspension of Payment:

9.1 If DCF or any other governing agency takes action such as summarily suspending Provider's license, revoking or denying Provider's license, or issuing a notice to cease operations, ELCIRMO may suspend payments to Provider's



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program immediately, and/or transfer School Readiness Children, even if the action is appealed.

9.2 In the event that Provider or its center is issued an "Intent to Revoke" notice from DCF notifying certain issues to be addressed in connection with the program and if the license is revoked, upon reinstatement of the license by the DCF, or upon a favorable determination by an Administrative Law Judge as to the license after the appeals process has been exhausted, ELCIRMO may reconsider a new application from Provider for subsidized childcare payments.

9.3 ELCIRMO may temporarily withhold payment to Provider if developmental screens or assessments have not been submitted to ELCIRMO, as required, or if immunization and health records are not on file at facility, as required.

10. Misrepresentation:

10.1 Any fraudulent misrepresentations to obtain early learning subsidy funds for which Provider is not eligible is considered a criminal offense and these funds shall immediately, and without notice, be repaid to ELCIRMO. In addition, Provider may be convicted of a Class I misdemeanor or Class I felony (as defined in the Florida Statutes) if fraud is proven and may be subject to penalties and prosecution.

11. Access to Records:

11.1 Provider shall keep and maintain all records and forms, including enrollment and attendance records for subsidized children, and reimbursement summaries and other fiscal records.

11.2 Provider shall maintain on site copies of these records and forms for review by local, state and federal officials, and access must be provided to the program.

11.3 Provider shall keep all such records confidential as may be required by federal and/or state laws, rules and regulations.

12. Maintenance and Storage of Records:

12.1 Program and fiscal reports, forms and receipts shall be stored on site for a period of at least five (5) years, or until any audits continued beyond the five-year period are completed by local, state and federal officials. Provider shall:

- a. Establish and maintain books, records and documents in accordance with Generally Accepted Accounting Procedures and Practices which sufficiently and properly reflect all revenues and expenditures of funds provided by ELCIRMO under this Agreement.
- b. Retain all client records, financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement; if any audit has been initiated and audit findings have not been resolved at the end of said five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this agreement.
- c. Cooperate with ELCIRMO to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in the paragraph above in the event termination of the Agreement occurs.
- d. Assure that these records and documents shall be available at all reasonable times to inspect, review, copy, or audit by Federal, State, or other personnel



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duly authorized by ELCIRMO, who shall be allowed full access to and the right to examine any of Provider's agreements and related records and documents, regardless of the form in which information is kept.

- e. Allow at all reasonable times, and for as long as records are retained, persons authorized by ELCIRMO, including, but not limited to, Office of Program Policy Analysis & Government Accountability (OPPAGA) and Federal Auditors pursuant to 45 CFR, part 92.36 (1) (10), full access to and the right to examine any of Provider's agreement(s) and related records and documents, regardless of the form in which information is kept.
- f. Provide information needed to complete a financial compliance audit and to ensure that all related party transactions are disclosed to ELCIRMO and/or auditors.
- g. Permit persons duly authorized by ELCIRMO to inspect any records, papers, documents, facilities, goods, and services of Provider which are relevant to this Agreement and to interview any clients and employees of Provider to ensure ELCIRMO of the satisfactory performance of the terms and conditions of this Agreement.

12.2 The provisions in this section shall survive the termination of this Agreement.

C. Payment Rates

1. Provider agrees to and shall submit payment rates for the upcoming year, and any changes to said rates during the year, to ELCIRMO at least thirty (30) days prior to any rate change. The parties acknowledge that these rates will be used for School Readiness reimbursement calculations.

2. The parties acknowledge that for Child Care Providers who begin to offer services after July 1, the provider agreement has to be completed and signed, and rates included prior to payment for School Readiness services.

D. Business Operations

1. Provider shall operate business legally, in compliance with all applicable federal, state and local laws and regulations, and meet all applicable DCF standards, and allow ELCIRMO to exercise its right to notify subsidized families whenever Provider is warned, cited, or fined by DCF for non-compliance with licensing standards.

2. Provider shall notify ELCIRMO in writing, at least thirty (30) days prior to any change in program status and program/center operation procedure (including, but not limited to, license or registration, accreditation, Goal Seal, rate changes or ownership changes, etc.) in order to avoid delay and/or termination of subsidy reimbursement. Provider shall also notify ELCIRMO of any interruption to operations greater than 24 hours.

3. Provider shall notify ELCIRMO, in writing, of any plans of ownership or business structure changes at least thirty (30) days prior to such change. If Provider terminates services described in this Agreement, Provider shall immediately transfer to ELCIRMO all records pertaining to the school readiness program from the last five (5) years or inception of the School Readiness contract agreement, whichever is greater, in a manner and form to be determined by the ELCIRMO. Last payment may be held until transfer of all records is completed. ELCIRMO is given full authority by the State Office of Early



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Learning to offset any Voluntary Pre-Kindergarten (VPK) outstanding balances owed by School Readiness providers who are also VPK program providers.

4. Provider shall notify ELCIRMO if any required School Readiness records become lost, damaged or destroyed; Provider shall report the incident immediately to the ELCIRMO in writing providing as much detail as possible of the records' contents.

5. Provider shall ensure that payments for school readiness services do not exceed the amount that is charged to the general public for the same services, in order to ensure equal access to comparable care.

6. Provider shall ensure that equal access to child care is available for School Readiness children during all operational hours.

7. Provider shall report by telephone all unusual incidents occurring in all contracted facilities or on sponsored field trips away from the facility to ELCIRMO within one (1) hour of notice of the incident. All applicable provisions of the DCF and UFF current policy(ies) for reporting unusual incidents shall be followed.

8. No child may be expelled or transferred from the program because of behavior unless documentation indicates all possible avenues of assistance and/or referral have been exhausted including contacting the ELCIRMO Warm Line (877 220-1223 x252).

E. Independent Contractor

1. Provider agrees and acknowledges that it is an independent contractor and not an agent, employee, partner, part of a joint venture or associate of ELCIRMO and that it shall at all times represent itself and conduct my business as an independent contractor. Provider is and shall be solely responsible for the means, methods, techniques, sequences and procedures utilized in the full performance of this Agreement.

F. Information for Database

1. Except as otherwise provided for in this Agreement, Provider shall respond to all requests for information whether by phone, fax, email or in writing to ensure its business information is updated and accurate within ten (10) business days of any such request.

2. Provider shall ensure that Provider's staff has state required training and credentials and that this information is documented and available for viewing by ELCIRMO at all times.

G. Protective Services Children

1. Provider shall at all times abide by the provisions of the Rilya Wilson Act and shall notify DCF and/or UFF immediately of any unexcused absence or seven (7) consecutive excused absences of an at-risk child, as required by applicable laws and regulations.

H. Child Care Program Requirements

1. Provider shall implement a comprehensive program of school readiness services that enhance the cognitive, social and physical development of children to achieve the performance standards and outcome measures adopted by the Agency for Workforce Innovation. At a minimum, these programs must include the elements contained in



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Section 411.01(5)(c)2., Florida Statutes, as amended. Provider shall further offer an environment that is conducive to learning and is both safe and healthy for the children in their care and education opportunities for their staff.

2. Education and Environment

Provider shall:

2.1 Use a curriculum consistent with ELCIRMO's *Position on Curriculum*. A *Curriculum Approval Form* shall be signed by Provider if Provider has signed an agreement. If a curriculum from the ELCIRMO *Suggested List* is not selected then Provider shall follow the *Exception Request Process*.

2.2 Offer a character development program in accordance with ELCIRMO's Suggested List of Developmentally Appropriate Curriculum.

2.3 Offer quarterly parent involvement opportunities, including activities that support Family Literacy.

2.4 Child Assessment (pre and post-test) - Administer a pre-assessment within ninety (90) days of a child's enrollment and a post-assessment six (6) months later, using the ELAP or LAP-3 instrument or as directed by ELCIRMO staff.

2.5 Provide Developmental Screening – to ensure that all children in care, birth to five (5) years of age, who are not enrolled in kindergarten receive a developmental screening using an ELCIRMO approved tool within forty-five (45) days of enrollment. If a parent objects and denies permission for the screening, Provider shall document the parental refusal (the signature will be kept on record in the child's file) and Provider shall ensure that the child will not be screened.

2.6 Promote positive relationships among all children and adults to encourage each child's sense of individual worth and to foster each child's ability to contribute as a responsible community member, including, at a minimum:

a. Develop and implement a child discipline policy that demonstrates the use of positive, realistic and developmentally appropriate guidance/discipline techniques. The program is prohibited from using corporal punishment, i.e., spanking, or any humiliating or frightening discipline techniques or any techniques associated with food, rest or toileting.

b. Document distribution of a copy of the child discipline policy to 100% of the children's parents/guardians and staff.

3. Health and Safety

Provider shall:

3.1 Ensure that 100% of the children receiving child care services will have no incidences of abuse while in care.

3.2 Comply at all times with standards required by local fire and health authorities or applicable state and federal requirements, whichever is more stringent.

3.3 Comply with ELCIRMO health and safety monitoring policy, as applicable.

3.4 Notify parents of any results of screenings which require referrals.

3.5 Maintain proper immunization and health records, and comply with health standards, screening and referral processes.

3.6 Maintain current emergency contact information for all children under care.



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4. Child Care Provider Staff Training

Provider shall:

4.1 Comply with the personnel training and credentialing requirements established in Section 402.305, Florida Statutes, as amended, and enforced by DCF.

4.2 Ensure a provider representative attends 80% of ELCIRMO provider meetings.

5. Compliance

5.1 Provider understands, acknowledges and agrees that ELCIRMO and/or the Florida's Office of Early Learning may conduct or arrange for monitoring of Provider's program.

5.2 Provider shall take corrective action to correct identified deficiencies, or make improvements identified during any monitoring activities, within the timeframe stipulated in the corrective action notice.

6. Non-Compliance

Non-compliance with program requirements, including but not necessarily limited to, failure to comply with Health and Safety requirements, failure to administer developmental screening and assessments as directed, failure to attend provider meetings, or failure to comply with the ELCIRMO Curriculum Program, may affect Provider's ability to access quality funds, require Provider to present a corrective action plan to staff and/or the ELCIRMO Board of Directors, and/or may result in termination of this Agreement.

I. Confidentiality

1. No information may be disclosed concerning a recipient of services under this Agreement for any purpose not in conformity with state and federal regulations (including but not necessarily limited to 45 CFR, Part 205.50) except upon written consent of the recipient, or his/her responsible parent or guardian when authorized by law, or when expressly required by applicable law.

J. Local, State and Federal Law

1. Provider shall at all times comply with all applicable federal, state and local laws and regulations, including but in no way limited to the following specific laws:

a. If this Agreement involves federal funds, Provider shall comply with the provisions of 45 CFR, Part 92.

b. If this Agreement involves \$10,000 or more of federal funds, Provider shall comply with Executive Order 11246, Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR, Part 60. (45 CFR, Part 92).

c. If this Agreement involves over \$100,000.00 in federal funds, Provider shall comply with all applicable standards, orders, or regulations issued under Section 508 of the Clean Air Act, as amended (42 U.S.C. 1857 (h) et seq.) and (33 U.S.C. 1368 et Seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15). Provider shall immediately report any violations of the above to ELCIRMO.



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d. If this Agreement contains federal funds and provides services to children up to age 18, Provider shall comply with the Pro-Children Act of 1994, Public Law 103-227. Failure to comply with this provision of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

2. No federal funds received in connection with this Agreement may be used by Provider, or any agent acting for Provider, to influence legislation or appropriations pending before Congress or any state legislature.

3. Provider shall not employ any unauthorized aliens and violations of this prohibition shall be cause for unilateral, and immediate, cancellation of this Agreement by ELCIRMO.

K. Indemnities and Insurance

1. Provider shall at all times during the term of this Agreement maintain liability insurance coverage with limits of at least \$100,000/per incident /\$300,000/aggregate, list ELCIRMO as additional insured, and provide a certificate of insurance at the time of signing this Agreement. Should Provider change or modify its coverage or insurer at any time during the term of this Agreement, Provider shall immediately notify ELCIRMO and provide ELCIRMO with a copy of the new certificate of insurance.

2. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, (a) arising directly or indirectly out of any of Provider's operations, work or services performed in connection with this Agreement including, but not limited to, any and all claims for damages as a result of the injury to or death of any person or persons, or damage to or destruction of any property which arises as a result of any negligence act or omission on Provider's part, or its agents, affiliates or assigns, regardless of where the damage, injury or death occurred, or (b) arising out of Provider's failure to keep, observe or perform any of Provider's obligations under this Agreement or in any other document or instrument delivered by Provider pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

3. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, by Provider or



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those under Provider's control. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

4. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of (a) any breach of any representation or warranty made by Provider in connection with this Agreement or in any certificate, document, writing or other instrument delivered by Provider pursuant to this Agreement or (b) any breach of any covenant or obligation by Provider set forth in this Agreement or any other any certificate, document, writing or other instrument delivered by Provider pursuant to this Agreement. This indemnification agreement is separate and apart from, and is in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This section relating to Indemnification shall survive the term of this Agreement, and any holdover and/or agreement extensions thereto, whether such term expires naturally by the passage of time or is terminated earlier pursuant to the provisions of this Agreement.

5. Provider agrees to and shall hold harmless, indemnify, and defend the ELCIRMO and its officers, directors, members, representatives, affiliates, agents and employees, successors and assigns against any and all claims, suits, demands, judgments, losses, costs, fines, penalties, damages, liabilities and expenses (including all costs for investigation and defense thereof including, but not limited to, court costs, reasonable expert witness fees and attorney fees) which may be incurred by, charged to or recovered from any of the foregoing, arising directly or indirectly out of any negligence on the part of ELCIRMO or any of its staff or agents/contractors.

L. Termination

1. Termination at Will – This Agreement may be terminated by either party, without cause, upon no less than thirty (30) days prior written notice.

2. Termination Because of Lack of Funds – In the event dollars to fund this Agreement become unavailable, ELCIRMO may terminate this Agreement upon no less than five (5) business days written notice to Provider. ELCIRMO shall be the final authority as to the availability of funds.

3. Termination for Breach of Agreement – ELCIRMO may terminate this Agreement:
a. With twenty-four (24) hours' notice in the event of any abuse of enrollment or attendance requirements by Provider, which may also require a return of funds paid to ELCIRMO. Consequently, Provider is cautioned to record attendance on a daily basis and have back-up documentation in the form of daily Parent Sign-In/Sign-Out sheets and current attendance sheets readily available.



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b. Immediately, if DCF or any other governing agency takes action such as revoking or denying a provider's license, or issuing a notice to cease operations, even if the action is appealed.

c. Immediately, for Provider's failure to cure, and notice and an opportunity to cure, a non-compliance with program requirements, including, but not necessarily limited to, failure to administer developmental screening and assessments as directed, failure to attend provider meetings as required or failure to comply with the ELCIRMO Curriculum Program. In addition to termination, such non-compliance may affect Provider's ability to access quality funds, require you to present a corrective action plan to staff and/or the ELCIRMO Board of Directors.

M. Provider Grievance/Appeals Procedure

1. Provider may file a complaint/grievance, in writing, with the Provider Agreement Administrator within twenty (20) days of an occurrence. The written complaint/grievance shall contain the date of the occurrence and details about the alleged incident. Details not contained in the original written complaint/grievance, whether such details become known before or after the complaint/grievance is filed, will be considered untimely and will not be processed.

2. The Provider Agreement Administrator shall investigate the complaint/grievance. The Provider Agreement Administrator shall issue a ruling, in writing, to Provider within 10 business days of receipt of the complaint/grievance.

3. If Provider is not satisfied that the Provider Agreement Administrator's ruling, or the Provider Agreement Administrator is unable to resolve the complaint, Provider may appeal, in writing, the ruling, or lack thereof, to the Executive Director within ten (10) business days of the issuance of the ruling or expiration of the time period to provide such a ruling. The Executive Director shall review the appeal, including the Provider Agreement Administrator's ruling, if any, and conduct further investigations, as appropriate. Within five (5) business days of the receipt of Provider's written appeal, the Executive Director shall issue its decision.

4. Provider may appeal the Executive Director's decision to ELCIRMO's Finance Committee, within fifteen (15) days after receiving the Executive Director's decision. The appeal to the Finance Committee shall be in writing and delivered to the main office of ELCIRMO, located at 10 S.E. Central Parkway, Suite 200, Stuart, Florida 34994. Any appeal not filed in a timely manner shall not be processed.

5. The Finance Committee shall conduct a hearing to determine a fair and equitable solution and shall issue its findings, in writing, to Provider. Provider may be present at the hearing and may choose to present witnesses on his/her behalf. The decision of the Finance Committee is final; however Provider may pursue such matters in a court of law as appropriate.

6. Provider's failure to comply with the requirements for filing appeals as contained in this Section shall be deemed as Provider's acceptance of the ruling or decision at the given level as satisfactory and acceptable, and shall have waived any right to further appeal.



EARLY LEARNING COALITION OF INDIAN RIVER, MARTIN & OKEECHOBEE COUNTIES, INC.

PROVIDER AGREEMENT – SCHOOL READINESS

N. Renegotiation or Modification

1. Modifications or amendments to provisions of this Agreement shall only be valid when they have been written and duly signed by all parties.
2. The parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

O. Provider Compliance Policy

1. Provider understands and agrees that reimbursement will only be for services rendered in compliance with this Agreement. Provider further understands and agrees that Provider's signature of this Agreement will allow for School Readiness funded children to attend its program.
2. Provider understands and agrees that Provider's failure to correct any non-compliance, within the timeframe established by ELCIRMO, may result in the requirement to reimburse ELCIRMO for School Readiness services provided and/or further funding being withheld. Provider understands and agrees that, notwithstanding its rights under this Agreement, ELCIRMO may also pursue other rights and remedies to enforce the terms of this Agreement, including all available legal and equitable rights and remedies. Provider also understands and agrees that notwithstanding anything contained in this Agreement to the contrary, Provider may not, at the sole and absolute discretion of ELCIRMO, be given an opportunity to correct a non-compliance in the event of multiple recurring violations or a serious violation affecting the well-being of the children enrolled in the program.

P. Miscellaneous Provisions

1. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified mail, postage prepaid, return receipt requested, to the address first written above unless the address is changed by the party by like notice given to the other parties. Notwithstanding the foregoing, notices, requests or demands or other communications referred to in this Agreement may be sent by facsimile, electronic mail or Federal Express, but shall only be deemed to have been given when received.
2. In the event it becomes necessary for either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs through all trial and appellate levels.
3. Except as expressly provided in this Agreement as a "business day," all references to days shall be calculated as calendar days, to include weekends and state or national holidays. As, and when, used in this Agreement, the term "business day" shall mean Monday through Friday, other than days that are state or national holidays of the United States of America. In the event that the date for performance of either party's obligations under this Agreement shall fall on a non-business day, then the date for performance shall be extended to the next business day thereafter occurring.



**EARLY LEARNING COALITION OF INDIAN RIVER,
MARTIN & OKEECHOBEE COUNTIES, INC.**

PROVIDER AGREEMENT -- SCHOOL READINESS

- 4. Provider may not assign any of its rights or obligations under this Agreement unless such assignment is approved, in writing, by ELCIRMO, which approval may be withheld for any reason and in ELCIRMO's sole and absolute discretion.
- 5. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof.
- 6. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 7. This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Martin County, Florida.
- 8. All terms and words used in this Agreement regardless of the number and gender in which used, shall be deemed to include any other gender or number as the context or the use thereof may require.
- 9. This Agreement contains and sets forth the entire understanding between Provider and ELCIRMO.

PROVIDER UNDERSTANDS that execution of this Agreement constitutes Provider's acceptance of the terms and conditions contained herein. Provider understands that this signature page must be signed and returned to Early Learning Coalition of Indian River, Martin and Okeechobee Counties, Inc. on or before close of business on **December 31, 2012**, in order to receive payments for services provided.

PLEASE PRINT THE INFORMATION BELOW IN UPPERCASE LETTERS AND WRITE LEGIBLY:

PROVIDER:

Laurie J. Gaylord
Print Name

Superintendent
Title

Signature

12/18/12
Date

ELCIRMO:

Jacki Jackson
Print Name

Executive Director
Title


Signature

10/27/12
Date



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 13.01

1. AGENDA ITEM: Personnel Recommendations

X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION:

All personnel recommendations are presented to the School Board for approval according to established policies. Approval is needed for the successful operation of the District and to maintain proper record keeping and management of employment records and data.

Staff recommends approval of Personnel Recommendations.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? X YES [] NO

Is funding provided in approved budget? X YES [] NO

What additional funding is required? Indicate Amount \$
Source:

4. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

5. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Gail Williams
Director of Personnel

[Signature]
Signature

Director/Principal: Xenobia Poitier-Anderson
Executive Director of HRMD/Staff Development

[Signature]
Signature

Exec. Director or Asst. Superintendent: Hank Salzler
Assistant Superintendent

[Signature]
Signature

Finance Review:
Type or Print Name

Signature

Legal Review: [] REQUIRED
X NOT REQUIRED

Signature



THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

Schedule of Personnel Recommendations

December 18, 2012

ADMINISTRATIVE PERSONNEL

CHANGES

1	Miller, Tracey	Executive Director of Instructional Services	Inst Ctr	01/07/13	Dir. of Elementary Programs & School Improv. to Exec. Dir. of Instructional Services, Repl. C. Tedesco
2	Tedesco, Catherine	Dir. of Elementary Prog. & School Improv.	Inst Ctr	01/07/13	Exec. Dir. for Instructional Services to Dir. of Elementary Programs & School Improvement, Repl. T. Miller, Save Pay

LEAVES

3	Gaynor, Valerie	Science Coordinator	Inst Ctr	01/07/13	Maternity Leave/Family Medical Leave Act
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TRANSFERS

4	Mills, Janice	Assistant Principal	AMS	01/07/13	JBE to AMS, Repl. J. Eckler
5	Ragland, Wachera	Assistant Principal	IMS	01/07/13	SMS to IMS, Repl. L. Husnander
6	Eckler, Jeri	Assistant Principal	JBE	01/07/13	AMS to JBE, Repl. J. Mills, Save Pay

INSTRUCTIONAL PERSONNEL

CHANGES

7	Laing, Jr., Gordon	Asst. Swim Coach	MCHS	12/13 SY	Head Swim Coach to Asst. Swim Coach
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EMPLOYMENT

8	Ramirez, Sandra	Sub. Teacher	Co Wide	11/19/12	
9	Chenoweth, Susan	Teacher/H/H	ESE	11/26/12	Temporary Position
10	Walser, Allison	Teacher/H/H	ESE	11/26/12	Temporary Position
11	Troxel, Margaret	Teacher/5th Grade	HSE	12/05/12	Repl. M. McCree
12	Marshall, Betty	Instructor	Inst Ctr	11/19/12	Temporary Position
13	Baier, Joanna*	Guidance Counselor	MCHS	11/19/12	Repl. T. Freedman
14	Epsenhardt, Lauren	Teacher/VE	PSE	11/27/12	Repl. P. O'Brien
15	Fountain, Kara	Teacher/ID	PSE	12/4/12	Interim for S. Peterson
16	Bryan, Sherilyn	Teacher/Lang. Arts	SFHS	01/07/13	Repl. K. Jones

LEAVES

17	Beard, Courtney	Reading Coach	JDP	11/26/12	Medical Leave/Family Medical Leave Act
18	Arnold, Virginia	Teacher/Health	MCHS	11/6/12	Medical Leave/Family Medical Leave Act
19	Jester, Heather	Teacher/PreK	Migrant Resource	11/20/12	Maternity Leave/Family Medical Leave Act

Schedule of Personnel Recommendations
December 18, 2012

SEPARATIONS

20	Jones, Katie	Teacher/Lang. Arts	SFHS	12/21/12	Retirement
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STIPENDS

21	Muckenfuss, Bernice	High School Boot Camp	JBHS	11/26/12	Temporary Position
22	Roberts, Danelle	Tutor	JDP	11/12/12	Temporary Position
23	Dickinson, Joanne	Tutor	PSE	11/26/12	Temporary Position
24	Merrill, Amy	Tutor	PSE	11/26/12	Temporary Position
25	Staton-Soliman, Teresa	Tutor	PSE	11/28/12	Temporary Position
26	Dennis, Barbara	Tutor	WES	10/29/12	Temporary Position
27	Newman, Robin	Tutor	WES	10/23/12	Temporary Position

SUPPLEMENTS

28	Davis, Kimberly	Science Club/3rd-5th Grades	BCE	12/13 SY	Same as 11/12 SY, Split w/C. Lindsay, Extended Day funded
29	Davis, Kimberly	Club Sponsor/Gator Games	BCE	12/13 SY	Same as 11/12 SY, Extended Day funded
30	Lagratta, Thomas	Club Sponsor/Intermediate Band/Session I	BCE	12/13 SY	Same as 11/12 SY, Extended Day funded
31	Lindsay, Charles	Club Sponsor/Science Club 3rd-5th Grd.	BCE	12/13 SY	Split/w K. Davis, Same as 11/12 SY
32	Lindsay, Charles	Club Sponsor/Gator Games	BCE	12/13 SY	Same as 11/12 SY, Extended Day funded
33	Combass, Ivette	Club Sponsor/Beginning Band/Session I	CGE	12/13 SY	Same as 11/12 SY, Extended Day funded
34	Brown, Joel	Basketball Coach	IMS	12/13 SY	Same as 11/12 SY
35	Farias, Kandice	Basketball Coach	IMS	12/13 SY	Same as 11/12 SY
36	Imhoff, Nathaniel	Soccer Head Coach	JBHS	12/13 SY	Repl. B. Kelly
37	Ingram, Elizabeth	Basketball Head Coach	JBHS	12/13 SY	Same as 11/12 SY
38	Jenkins, Ashley	Basketball 9th Grd. Coach	JBHS	12/13 SY	Repl. H. Pitman
39	Jones, Annette	Basketball Asst. Coach	JBHS	12/13 SY	Same as 11/12 SY
40	Kane, Lori	Asst. Soccer Coach	JBHS	12/13 SY	Repl. D. Cone
41	Kelly, Robert	Basketball Head Coach	JBHS	12/13 SY	Same as 11/12 SY
42	Lavelle, Nicole	Cheerleading Basketball Coach	JBHS	12/13 SY	Same as 11/12 SY
43	McMath, Thomas	Wrestling Head Coach	JBHS	12/13 SY	Same as 11/12 SY
44	Morris, Patricia	Soccer Head Coach	JBHS	12/13 SY	Same as 11/12 SY

Schedule of Personnel Recommendations
December 18, 2012

45	Sawtelle, Michael	Weightlifting Coach	JBHS	12/13 SY	Repl. C. Dorminey
46	Spunardi, Roger	Basketball Asst. Coach	JBHS	12/13 SY	Same as 11/12 SY
47	Wiggins, Jason	Basketball 9th Grade Coach	JBHS	12/13 SY	Same as 11/12 SY
48	Woodruff, Jared	Wrestling Asst. Head Coach	JBHS	12/13 SY	Repl. W. VanTassel

NON-INSTRUCTIONAL PERSONNEL

CHANGES

49	Elmore, Chelsea	Extended Day Asst.	CGE	12/10/12	Sub. to Reg., Repl. H. Garverick
50	Matthews, Allyson	Extended Day Asst.	CGE	12/10/12	Sub. to Reg., Repl. S. Joerger
51	Snyder, Samantha	Extended Day Asst.	CGE	12/10/12	Sub. to Reg., Repl. K. Scott
52	Whitman, Megan	Extended Day Asst.	CGE	12/10/12	Sub. to Reg., New Position, Extended Day funded
53	Moreno, Maria	Sub. Extended Day Asst.	CLE	11/30/12	Reg. to Sub.
54	Meyer, Jenna	Sub. Extended Day Asst.	Co Wide	11/26/12	CLE to Co-wide
55	Wiltrack, Timothy	Sub. Extended Day Asst.	Co Wide	11/26/12	JBE to Co-wide
56	Chadwick, Sarah	Extended Day Asst.	FAWE	12/10/12	Sub. to Reg., Repl. B. Clift
57	Troche-Martinez, Kevin	Extended Day Asst.	FAWE	12/10/12	Sub. to Reg., Repl. M. Careccia
58	Danforth, Holly	Extended Day Asst.	HSE	12/03/12	Sub. to Reg., Repl. J. Rynearson
59	Fiskeaux, Anna	Extended Day Asst.	HSE	12/03/12	Sub. to Reg., Repl. B. Roseberry
60	Hammond, Jennifer	Extended Day Asst.	HSE	12/10/12	Sub. to Reg., Repl. C. Lanier
61	Williams, Kelsey	Extended Day Asst.	HSE	12/03/12	Sub. to Reg., Repl. A. Smiley
62	Oliver, Mary	Extended Day Asst.	JDP	12/10/12	Sub. to Reg., New Position
63	Pirson, Reid	Extended Day Asst.	PCE	12/10/12	Sub. to Reg., Repl. C. Flanagan
64	Robertson, Patrick	Extended Day Asst.	PCE	12/10/12	Sub. To Reg., Repl. W. Viscount
65	Wright, Daron	Extended Day Asst.	PSE	12/03/12	Sub. to Reg., Repl. M. Duane
66	Thompson, Katie	Extended Day Asst.	PWE	12/05/12	Sub. to Reg., Repl. K. Burrows
67	Mesagno, Kristie	Extended Day Asst.	SWE	12/03/12	Sub. to Reg.
68	Ramirez, Robert	Sub. Bus Operator	Transportation	11/19/12	Sub. Bus Asst. to Sub. Bus Operator

Schedule of Personnel Recommendations
December 18, 2012

EMPLOYMENT

69	Aten, Britney	ESE Ed. Para.	BCE	12/5/12	Repl. M. Adams
70	Molina-Council, Vanessa	ESE Ed. Para.	CGE	11/26/12	Interim Position, Repl. T. Hill
71	Calderon, Suedmary	Sub. Food Service Asst.	Co Wide	11/15/12	
72	Chess, Elle	Sub. Extended Day Asst.	Co Wide	11/26/12	
73	Cimino, Richard	Sub. Custodian	Co Wide	12/04/12	
74	Cochenour, Katherine	Sub. Extended Day Asst.	Co Wide	11/30/12	
75	Reyes, Josefa	Sub. Extended Day Asst.	Co Wide	12/10/12	
76	Smith, Anthony	Sub. Extended Day Asst.	Co Wide	12/10/12	
77	Bowser, Nicole	ESE Ed. Para.	FAWE	01/07/13	Repl. M. Walker
78	Bowser, Nicole	Guidance Clerk	FAWE	01/07/13	Repl. M. Walker
79	Drach, Virginia	Custodian	MCHS	12/06/12	Repl. Y. Muniz
80	Malone, David	Custodian	MCHS	12/03/12	Repl. J. English
81	Schultz, Barbara	Sub. Ed. Para.	Pre K/Hd Start	12/10/12	
82	Tobin, Rhonda	ESE Ed. Para.	PSE	11/19/12	Repl. J. Townshend
83	Genao, Martha	Food Service Asst.	SFHS	11/26/12	Repl. S. Michinski

LEAVES

84	Myhren, Patricia	ESE Ed. Para.	Challenger	11/20/12	Medical Leave
85	Hocker, Brittany	Extended Day Asst.	FAWE	11/16/12	Medical Leave
86	Gilmore, Bridgette	Extended Day Manager	PCE	12/14/12	Medical Leave
87	Brewer, Gentry	Bus Operator	Transportation	11/07/12	Medical Leave/Family Medical Leave Act
88	Graham, Sandra	Bus Operator	Transportation	11/05/12	Medical Leave/ Family Medical Leave Act
89	Wierzbinski, Scott	ESE Ed. Para.	WES	12/04/12	Medical Leave/Family Medical Leave Act

SEPARATIONS

90	Adams, Jeanne	ESE Ed. Para.	BCE	11/27/12	Resignation
91	Maharajh, Samuel	Utility Worker #2	Maintenance	03/21/13	Retirement
92	Garofalo, Casimo	Custodian	MMS	12/21/12	Retirement
93	Pulley, Rachel	ESE Ed. Para.	SFHS	12/13/12	Resignation

Schedule of Personnel Recommendations
December 18, 2012

94	Garland, Meghanne	Health Asst.	SWE	11/30/12	Resignation
95	Murray, Nancy	Child Care Attendent	VACE	12/31/12	Resignation

TRANSFERS

96	Muniz, Yolanda	Custodian	CLE	11/19/12	MCHS to CLE, Repl. M. Aguirre
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School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 13.02

1. AGENDA ITEM: Leaves Recommended for Board Approval
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: Leaves involving travel outside the State of Florida must be approved by the principal or supervisor, recommended to the Superintendent/designee, and approved by the Board according to policy. Staff recommends approval of these leaves.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? [] YES X NO
Is funding provided in approved budget? [] YES [] NO X N/A
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Xenobia Poitier-Anderson
Executive Director of HRMD & Staff Development

Xenobia Poitier-Anderson
Signature

Director/Principal: Gail Williams
Director of Personnel

Gail Williams
Signature

Exec. Director or Asst. Superintendent: Hank Salzler
Assistant Superintendent

Hank Salzler
Signature

Finance Review:
Type or Print Name

Signature

Legal Review: [] REQUIRED
X NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

Form Revised 11/30/09

LEAVES RECOMMENDED FOR BOARD APPROVAL

December 18, 2012

Professional Leave/Travel/Per Diem

Name	Site	Reason	Date(s)	City
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Professional Leave Only

Name	Site	Reason	Date(s)	City
Eric Mosby	Martin County High School (AFJROTC)	AFJROTC Curriculum-in-Action (CIA) Field Trip	3/21/13-3/27/13	Kitty Hawk, NC & Washington, D.C.
Walter Jshombach	Martin County High School (AFJROTC)	AFJROTC Curriculum-in-Action (CIA) Field Trip	3/21/13-3/27/13	Kitty Hawk, NC & Washington, D.C.
Teresa Smith	South Fork High School	South Fork High School School Choir Trip	6/2/13-6/7/13	New York, NY
Eileen Walentin	South Fork High School	South Fork High School School Choir Trip	6/2/13-6/7/13	New York, NY
Roseanna Rynca	Indiantown Middle School	International Baccalaureate Middle Years Academy	1/31/13-2/3/13	Savannah, GA



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item #13.03

1. **AGENDA ITEM:** Approval of Revised 2011-2012 Salary Schedule Pages 32, 33, and 37

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** The 2011-2012 Salary Schedule was Board approved on September 18, 2012. Pages 32 and 33 have hourly rates which are based on the current Florida minimum wage rates. Effective 1/1/2013, the Florida Minimum Wage will be increased to \$7.79 an hour. The proposed revisions are based on this rate increase.

Page 37 – Corrected the title of Director of Human Resource Services and Staff Development to reflect current position title of Executive Director of Human Resource Services.

Staff recommends approval of the revisions on pages 32, 33 and 37 to the Martin County School District 2011-2012 Salary Schedule.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Kim Sabol
Labor/Employment Representative

Kim Sabol
Signature

Director/Principal: Xenobia Poitier-Anderson
Executive Director of HRMD/Staff Development

Xenobia Poitier-Anderson
Signature

Exec. Director or
Asst. Superintendent: HANK SALZLER
Assistant Superintendent

Hank Salzler
Signature

Finance Review: Bryan Thabit
Executive Director of Finance

Bryan Thabit
Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO P.75

**Environmental Studies Center Hourly
High School Camp Counselors
Part-Time
2011-2012**

Description	Hourly Rate	TERMS Reference
1st Year Counselor	7.67 <u>7.79</u>	EXS01
2nd Year Counselor	7.74 <u>7.83</u>	EXS01

**Student Employees
Part-Time
2011-2012**

Description	Hourly Rate	TERMS Reference
Student Sound/Lighting Technician	15.00	HSS00
Student Golf Course Maintenance Worker	7.67 <u>7.79</u>	HSS00

Appendix B

Professional Growth Incentive Supplement - Confidential Personnel

A professional growth incentive supplement in the amount of \$400.00 will be paid to personnel on the Confidential Personnel Salary Schedule (CS) who meet the following criteria:

- I. To qualify, an eligible employee must complete thirty (30) clock hours in any combination of the following:
- In-service Training
 - Community/Adult Education Courses
 - College Credit Courses

To be creditable for this supplement, hours must be earned subsequent to July 1, 2002, must be job related, and must be approved by the Executive Director of Human Resource Services and Staff Development.

- II. Continuation of the supplement after completion of the initial thirty (30) hours will require the employee to complete an additional fifteen (15) hours per year through approved courses/training as indicated in I above.
- III. If approved, payment will be made to the employee in a lump sum prior to September 30th of the preceding year ended June 30th.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **13.04**

1. **AGENDA ITEM:** Approve revised Job Description for: Augmentative Communication/Assistive Technology Assistant

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION**

The attached job description for: Augmentative Communication/Assistive Technology Assistant has been updated to more accurately reflect the work to be performed by the position.

There is no financial impact to the district because this revision will not result in any new hires. Changing the job description only ensures we get a qualified applicant if the position becomes available in the future.

Staff recommends approval of revised Augmentative Communication/Assistive Technology Assistant job description.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)?

YES

NO

Is funding provided in approved budget?

YES

NO

N/A

What additional funding is required?

Indicate Amount \$ _____

Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Mollye Kiss
Coordinator of ESE

Mollye Kiss
Signature

Director/Principal: Xenobia Poitier-Anderson
Executive Director of HRMD/Staff Development

Xenobia Poitier-Anderson
Signature

Exec. Director or
Asst. Superintendent: Hank Salzler
Assistant Superintendent

Hank Salzler
Signature

Finance Review: Bryan Thabit
Executive Director of Finance

Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

Michel, Linda

Subject: FW: Revised Job Description

From: Kiss, Mollye
Sent: Monday, December 03, 2012 4:16 PM
To: Michel, Linda
Cc: Anderson, Xenobia Poitier; Grinels, Suzanne
Subject: RE: Revised Job Description

Hello Linda,


(white collar)

The negotiated pay scale for the job description being revised will remain the same – Level III, 227. The revision to the language is to more accurately reflect the responsibilities of the position. There will be no additional impact to the district.

Thank you,

Mollye Kiss

Coordinator, Exceptional Student Education
Martin County School District
772-219-1200 x30426

 Please consider the environment before printing this email or its attachments.

THE MESSAGES AND DOCUMENTS TRANSMITTED WITH THIS NOTICE CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS INFORMATION, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION, OR USE OF THE INFORMATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY THE SENDER IMMEDIATELY.

THE SCHOOL BOARD OF MARTIN COUNTY

ASSISTIVE TECHNOLOGY ASSISTANT

JOB DESCRIPTION

QUALIFICATIONS:

- (1) ~~Two-year associate~~ Associate degree ~~Degree preferred and/or experience in field of education and/or computers.~~
- (2) ~~Experience in the field of education and/or computers.~~
- (2) Experience with students in Exceptional Student Education and with Assistive Technology preferred.
- (3) Ability to follow detailed instructions.
- (4) ~~Ability to work effectively with others.~~
- (5)(4) Ability to work with a variety of equipment and software.
- (6)(5) Possess good organizational skills.
- (7) ~~Ability to word process.~~
- (8)(6) Ability to perform the essential functions of the position.

KNOWLEDGE, SKILLS AND ABILITIES:

Knowledge and experience with Assistive Technologies. Knowledge of the techniques and procedures used in working with developmental characteristics of targeted students population. Knowledge and experience with computer system, word processing and data processing functions. Ability to learn new technologies. Knowledge of other current technology and software used in an educational setting. Ability to relate and communicate work effectively with students, teachers and parents others. Ability to communicate orally and in writing. Ability to work with a variety of equipment- i.e. AAC devices, portable word processors, text readers and the like, and follow detailed instructions and plans. Ability to operate a variety of technology and train students and teachers in implementation. Ability to read and interpret technical manuals and other written materials. Ability to analyze, troubleshoot and provide solutions. Ability to apply basic computer knowledge to an educational setting. Ability to take initiative and work independently. Ability to follow detailed instructions. Ability to prioritize and manage time efficiently. Ability to communicate orally and in writing.

REPORTS TO:

~~Executive Director~~ Coordinator of Exceptional Student Education and Student Services or Designee

JOB GOAL

To assist the Local Assistive Technology/Augmentative Assistive Communication team Specialists (LATS) in recording data, preparing and producing materials, performing follow up, tracking inventory, and instructing teachers and students in the use of current assistive technology. and Perform follow up as directed, maintain assistive technology equipment and software for all AT students and performing a variety of other tasks that will benefit teachers and students.

SUPERVISES:

N/A

PERFORMANCE RESPONSIBILITIES:

Service Delivery

- * (1) Assist in recording, charting, and/or keeping data relative to a student's performance. Instruct students and/or teachers in the use of specialized equipment, hardware and/or software.
- * (2) Assist in maintaining records, mailing lists, databases, and inventories. Provide technical support for teachers in use of computers, equipment, and software.
- * (322) Prepare newsletters for mailing delivery.
- * (43) Shelve, file and duplicate materials. Train parents in use of software and/or equipment in the home for appropriate integration of AT or AAC devices.
- * (54) Assist in preparing the Create and make appropriate adaptations to curriculum and materials for students and teachers and instruct them on such.
- * (5) Set up computers with appropriate software for individual students as determined by the student's IEP and train them on such.
- * (623) Assist in production and maintenance of training materials.
- * (747) Perform tasks/job responsibilities in a timely and efficient manner.
- * (851) Perform other duties and assume other responsibilities as assigned by the supervisor in implementing individual student Augmentative Assistive Communication/Assistive Technology plan.
- * (9) Assist the Assistive Technology/Augmentative Assistive Communication team with duties. Assist in evaluating program effectiveness.
- * (407) Assist the LATS Assistive Technology/Augmentative Assistive Communication team with technology and necessary follow-up.
- * (1110) Perform assigned tasks with a high standard of quality.
- * (126) Assist with projects and directly assist in workshops and seminars when appropriate.
- (138) Perform other tasks consistent with the goals and objectives of this position. Assist in assessing student progress as directed.
- * (11) Access and develop Accessible Instructional Materials (AIM) for use in Universal Design for Learning.
- * (12) Preparing materials and equipment for direct instructional activity.
- * (13) Convert student materials to digital format.
- * (14) Assist LATS with technology and any necessary follow up.
- * (15) Set up computers with appropriate software for individual students as determined by the student's IEP.
- * (16) Prepare, distribute and collect instructional materials.
- * (17) Provide technical support for teachers in the instructional use of equipment and software.
- * (18) Assist in installing, setting up, operating, and maintaining instructional hardware and equipment.
- * (19) Maintain the AT satellite lab center in a neat, orderly and attractive manner for teachers and parents.
- * (20) Maintain specialized, hardware and peripherals and software related to AT and AAC in

ASSISTIVE TECHNOLOGY ASSISTANT (Continued)

- working order and troubleshoot problems.
- *(21) Maintain an up-to-date inventory of equipment, software, materials and supplies and prepare warehouse orders for supervisor's approval as needed.
- *(24) Compile data and prepare reports as directed.
- *(25) Maintain activity logs and required process documentation according to established procedures.
- *(26) Demonstrate initiative in the performance of assigned responsibilities.
- *(27) Set up and maintain records, mailing lists and data bases, perform data entry, and run reports as required.
- *(28) Assist in maintaining the security of records, materials and equipment.
- *(29) Assist in recording, charting, and/or keeping data relative to a student's performance.

Collaboration

- *(30) To assist Local Assistive Technology Specialist with duties.
- *(31) Collaborate with classroom teachers in planning strategies and materials to reinforce classroom instruction and meet individual needs.
- *(32) Collaborate with parents for appropriate use of AT and AAC within the home.
- *(33) Demonstrate support for the school district and its goals and priorities.
- *(34) Communicate effectively with teachers, parents, staff and community as required.
- *(35) Respond to inquiries and concerns in a timely manner.
- *(36) Keep supervisor informed of potential problems or unusual events.

Staff Development

- *(37) Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
- *(38) Assist others in acquiring knowledge and understanding related to area of responsibility.
- *(39) Keep abreast of trends and changes in Assistive Technology/Augmentative Communication related to assignment.
- *(40) Maintain expertise in assigned area to fulfill position goals and objectives.

Professional Responsibilities

- *(41) Demonstrate initiative in identifying potential problems or opportunities for improvement.
- *(42) Prepare or assist in the preparation of all required reports and maintain all appropriate records.
- *(43) To perform assigned tasks with a high standard of quality.
- *(44) Maintain confidentiality regarding school matters.
- *(45) Exhibit interpersonal skills to work as an effective team member.
- *(46) Recognize and remain sensitive to the individual needs and differences of students and adjust service delivery accordingly.
- *(48) Model and maintain high ethical standards.
- *(49) Follow attendance, punctuality and other qualities of an appropriate work ethic.
- *(50) Follow federal and state laws as well as School Board policies, rules and regulations.

ASSISTIVE TECHNOLOGY ASSISTANT (Continued)

PHYSICAL REQUIREMENTS:

~~Note: Could be heavy depending on particular assignment.~~

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

~~Heavy Work: Exerting up to 100 pounds of force occasionally and/or up to 50 pounds of force frequently and/or up to 20 pounds of force as needed to move objects.~~

See Job Description Supplement for Codes	
Physical Activity - occasionally	F, G, H, I, N, O <u>B, C, D, E, G, J, K, L</u>
- frequently	A, B, C, J, L, M, P, Q, S, A, O, U, S, T, U, V
- constantly	K, T, U, V
Working Conditions	C, L, M <u>B (except when delivering reports)</u>
Materials, Tools and Equipment	A, H, K, V (adaptive equipment — depending on assignment, health/hygiene equipment — depending on assignment) <u>A, B, D-H</u>

TERMS OF EMPLOYMENT:

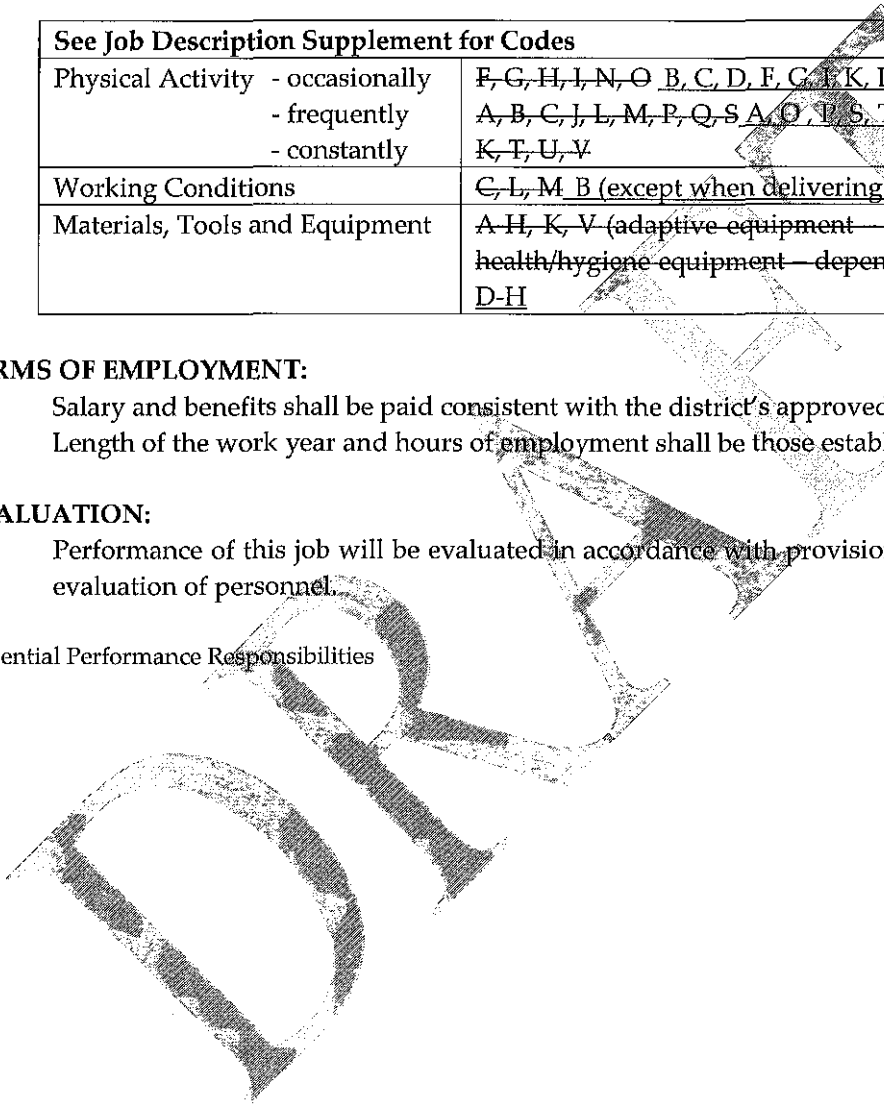
Salary and benefits shall be paid consistent with the district's approved compensation plan.

Length of the work year and hours of employment shall be those established by the district.

EVALUATION:

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

*Essential Performance Responsibilities





**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **14.01**

1. **AGENDA ITEM:** Use of Facilities
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** For Board review and approval

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? _____ Indicate Amount \$ n/a
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Michael Cosentino _____ Signature: *Michael Cosentino*
 Type or Print Name

Director/Principal: Julian G. (Jay) Angel _____ Signature: *JG Angel*
 Type or Print Name

Exec. Director or
 Asst. Superintendent: Steve Weil _____ Signature: *Steve Weil*
 Type or Print Name

Finance Review: Bryan Thabit _____ Signature: *Helene DeBartolomeo* (OK)
 Type or Print Name

Legal Review: REQUIRED
 NOT REQUIRED _____ Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

DATE: 12/3/2012
 TO: LAURIE GAYLORD
 FROM: JAY ANGEL, DIRECTOR OF FACILITIES
 RE: USE OF FACILITIES APPROVAL

USE OF FACILITIES SCHOOL
 BOARD MEETING DATE: 12/18/2012

We are asking approval of the following Use of Facilities requests:

ID	Location	Room	Organization	Group	Creation Date	Event Dates	Times	# Attending	Invoice	Total Payment	Status
1123	HIDDEN OAKS MIDDLE (0321)	Cafetorium	Meadows HOA	5	11/14/2012	3/20/2013	7:00 PM - 9:00 PM	150	\$220.00	0	Pending
1149	SEAWIND ELEMENTARY SCHOOL (0025)	Cafetorium	Lost Lake Golf Club POA	5	11/21/2012	2/13/2013	6:45 PM - 8:30 PM	200	\$240.00	0	Pending
1157	HIDDEN OAKS MIDDLE (0321)	Athletic Fields	Citrus Grove track team	1	11/28/2012	1/18/2013	5:00 PM - 6:30 PM	55	No Charge	0	Pending
1115	JENSEN BEACH HIGH SCHOOL (0351)	Athletic Fields	Jensen Beach Fall Softball	1	11/9/2012	11/14/2012 - 12/12/2012	6:00 PM - 8:30 PM	16	No Charge	0	Pending
1114	SEAWIND ELEMENTARY SCHOOL (0025)	Cafetorium	Retreat HOA	5	11/7/2012	2/4/2013	6:30 PM - 9:00 PM	150	\$230.00	0	Pending
1113	MARTIN COUNTY HIGH SCHOOL (0031)	Stadium	MCHS Boys Lacrosse	1	11/7/2012	2/23/2013	11:00 AM - 9:00	1000	No Charge	0	Pending
1126	SOUTH FORK HIGH SCHOOL (0241)	Cafeteria	Treasure Coast Jr Volleyball	4	11/16/2012	11/28/2012	6:00 PM - 8:00 PM	200	\$140.00	0	Pending
1116	SEAWIND ELEMENTARY SCHOOL (0025)	Cafetorium	PTSA	1	11/9/2012	11/17/2012 - 1/11/2013	9:00 AM - 1:00PM	300	No Charge	0	Pending
1120	PINEWOOD ELEMENTARY (0291)	Classroom	Brenda Flanagan	4	11/14/2012	11/5/2012 - 11/26/2012	3:15 PM - 4:15 PM	2	\$38.00	0	Pending
1121	PINEWOOD ELEMENTARY (0291)	Classroom	Brenda Flanagan	4	11/14/2012	11/6/2012 - 11/28/2012	4:00 PM - 5:00 PM	2	\$47.50	0	Pending
1122	PINEWOOD ELEMENTARY (0291)	Classroom	Brenda Flanagan	4	11/14/2012	11/7/2012 - 11/28/2012	3:15 PM - 5:45 PM	3	\$43.50	0	Pending
1125	DR.DAVID L.ANDERSON MIDDLE SCH (0361)	Gym	Treasure Coast Jr Volleyball	4	11/16/2012	12/4/2012 - 4/25/2013	6:00 PM - 8:00 PM	25	\$4,240.00	0	Pending
1127	BESSEY CREEK ELEMENTARY	Classroom	Boys Scouts	2	11/16/2012	11/26/2012 - 5/13/2012	2:00 PM - 3:00PM	10	No Charge	0	Pending
1150	SPECTRUM SCHOOL	Classroom	Cheryl Tarvin (tutoring)	4	11/21/2012	10/16/2012 - 12/18/2012	2:00 PM - 3:00PM	2	\$95.00	0	Pending
1154	STUART MIDDLE SCHOOL	Gym	Treasure Coast Jr Volleyball	4	11/27/2012	12/4/2012 - 12/18/2012	6:00 PM - 8:00 PM	25	\$560.00	0	Pending
1159	JENSEN BEACH HIGH SCHOOL (0351)	Stadium	Kyle Conrad Foundation JBHS Soccer	1	12/5/2012	12/28/2012	3:00 PM - 8:00 PM	100	No Charge	0	Pending

APPROVED: _____
 LAURIE GAYLORD, SUPERINTENDENT

DATE: _____



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item #14.02

1. **AGENDA ITEM:** Field Trips Requests

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** School Board Policy 2340 requires school field trips outside a seventy-five (75) mile radius be approved by the School Board prior to the trip, with a provision for the Superintendent to approve trips where time constraints make it impossible to obtain Board approval prior to the scheduled date if the trip. Staff recommends approval of the requests for student Field Trips as noted on the attached.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? _____ Indicate Amount: _____
Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: N/A
Type or Print Name

Signature _____

Director/Principal: N/A
Type or Print Name

Signature _____

Exec. Director or
Asst. Superintendent: Hank Salzler
Type or Print Name

Signature Hank Salzler

Finance Review:
Required if Financial Impact N/A

Signature _____

Legal Review: N/A

Required for Contracts

Signature _____

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

FIELD TRIPS December 18, 2012							
School	Class	Sponsor	Transportation	Departing	Returning	Destination	Purpose
SMS	Band	Kalwa	Charter bus	5/3/2013	5/4/2013	Orlando, FL	Performance at Festival Disney
JBHS	Science	Lucas	White fleet	1/11/13	1/12/13	Coral Gables, FL	Everglades studies
SFHS	Academic Team	Price	Personal vehicle	1/12/13	1/12/13	Miami, FL	Florida B Set History Bee and Bowl
SFHS	Academic Team	Boland	Personal vehicle	1/12/13	1/12/13	Montverde, FL	Montverde Academic Tournament
SFHS	Academic Team	Boland	Charter bus	2/21/13	2/23/13	Tallahassee, FL	Florida Youth in Government State Assembly
SFHS	Academic Team	Boland	Personal vehicle	3/16/13	3/16/13	Hollywood, FL	State History Finals
SFHS	Academic Team	Boland	White fleet	4/17/13	4/21/13	Orlando, FL	Commissioner's Academic Challenge
MCHA	Science	Collins	School Bus	2/1/13	2/1/13	Cape Canaveral, FL	Attend Kennedy Space Center

Backup available for review in the Superintendent's Office.



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 14.03

1. AGENDA ITEM: Request Board's Approval on Declaration of Surplus Property
X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION:
Items of equipment listed on the attachment are irreparable or obsolete and no longer serve an educational purpose.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? [] YES [X] NO
Is funding provided in approved budget? [X] YES [] NO
What additional funding is required? Indicate Amount \$
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Type or Print Name Signature

Director/Principal: Jeff Carver, Director of Purchasing Type or Print Name Signature

Exec. Director or Asst. Superintendent: Steve Weil, Ex. Director of Operations Type or Print Name Signature

Finance Review: Bryan Thabit, Ex. Director of Finance Required if Financial Impact Signature

Legal Review: Required for Contracts Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A. Form Revised 12-1-10


THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Office Of: *Jeff Carver, Director of Purchasing*

MEMORANDUM

TO: School Board Members of Martin County
FROM: Jeff Carver, Director of Purchasing 
DATE: December 18, 2012
SUBJECT: **ASSET DISPOSAL BOARD MEETING DECEMBER, 2012**

The items of equipment listed below are irreparable or obsolete and no longer serve an educational purpose. The Director of Educational Technology has reviewed all technology assets. She has determined that they can no longer serve an educational purpose. Approval is requested to declare these items surplus to allow for disposal by the best means possible (as required by F.S. 1013.28(2), 273 and 274.

Attachments

C: Steve Weil, Ex. Director of Operations
Bryan Thabit, Ex. Director of Finance
Jay Angel, Director of Facilities
Neil Appel, Purchasing Manager

Laurie J. Gaylord, Superintendent

School Board Members: *Maura Barry-Sorenson • Michael J. Busha • Michael DeTerlizzi • Rebecca Negron • Marsha Powers*

"An Equal Opportunity Agency"



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 14.04

1. **AGENDA ITEM:** Report of **Released Purchase Orders** greater than **\$10,000.00:**

X appropriate box(s): **New** **Renewal** **Addenda** **Presentation** **Grant** \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**

Purchase orders issued over \$10,000.00 on Board approved contracts or per SB Policy # 6320 Section II. A

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Is funding provided in approved budget?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
What additional funding is required?	Indicate Amount \$ _____	
	Source: _____	

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	Type or Print Name	Signature
Director/Principal:	<u>Jeff Carver, Director of Purchasing</u> Type or Print Name	
Exec. Director or Asst. Superintendent:	<u>Steve Weil, Ex. Dir. Of Operations</u> Type or Print Name	
Finance Review: Required if Financial Impact	<u>Bryan Thabit, Ex. Dir. Of Finance</u>	 Signature
Legal Review: Required for Contracts		Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** **YES** **NO**

All lines must be filled in or note N/A.

Form Revised 12-1-10

REPORT OF RELEASED PURCHASE ORDERS GREATER THAN \$10,000.00 FOR BOARD APPROVAL ON 12/18/2012

Purchases from 11/05/12 to 11/28/12

<u>NO.</u>	<u>PO#</u>	<u>Date</u>	<u>Sch/Dept</u>	<u>Authority for issuance of Purchase order</u>	<u>Vendor</u>	<u>PO\$ Amount</u>	<u>Description</u>
1	13002041	11/05/12	FACILITIES	In accordance with Code Compliance Services @ MCHS Auditorium, MCSB approved on 7/17/12, Agenda Item # 17.02	Graybar (West Palm Bch, FL)	\$12,190.46	Supply remaining light fixtures for MCHS Auditorium Fire Remodel Project
2	13002057	11/07/12	TITLE I/ MIGRANT/ ESOL	In accordance with approved new Agreement for Supplemental Ed Service Provider Contracts 2012-2013, MCSB approved on 9/18/12, Agenda Item # 9.01	Club Z (Palm City, FL)	\$24,548.00	Supplemental Educational Services for 12/13 SY
3	13002058	11/07/12	TITLE I/ MIGRANT/ ESOL	In accordance with approved new Agreement for Supplemental Ed Service Provider Contracts 2012-2013, MCSB approved on 9/18/12, Agenda Item # 9.01	Golden Apple Tutors Inc. (Miami, FL)	\$10,336.00	Supplemental Educational Services for 12/13 SY
4	13002059	11/07/12	TITLE I/ MIGRANT/ ESOL	In accordance with approved new Agreement for Supplemental Ed Service Provider Contracts 2012-2013, MCSB approved on 9/18/12, Agenda Item # 9.01	Smart Start Tutoring, Inc. (Pt. Orange, FL)	\$19,380.00	Supplemental Educational Services for 12/13 SY
5	13002066	11/09/12	FACILITIES	Exempt per SB Policy # 6320 G 13. for DIRECT PURCHASE #054, for MCHS Phase III A- New Classroom Building, MCSB approved GMP Pirtle on 5/15/12, Agenda Item # 17.03	Quality Fabrication & Supply (Pompano Bch, FL)	\$44,000.00	Pipe, Fittings, Heads, Valves, Hangers per Plans and Specifications
6	13002067	11/09/12	FACILITIES	Exempt per SB Policy # 6320 G 13. for DIRECT PURCHASE #055, for MCHS Phase III A- New Classroom Building, MCSB approved GMP Pirtle on 5/15/12, Agenda Item # 17.03	Sherwin Williams Co. (Stuart, FL)	\$18,500.00	Paint and Sundries per Plans and Specifications
7	13002068	11/09/12	FACILITIES	Exempt per SB Policy # 6320 G 13. for DIRECT PURCHASE #056, for MCHS Phase III A- New Classroom Building, MCSB approved GMP Pirtle on 5/15/12, Agenda Item # 17.03	Bandy Universal, Inc. (Jensen Bch., FL)	\$18,908.00	Galvanized Steel Angle per Plans and Specifications
8	13002069	11/09/12	FACILITIES	Exempt per SB Policy # 6320 G 13. for DIRECT PURCHASE #057, for MCHS Phase III A- New Classroom Building, MCSB approved GMP Pirtle on 5/15/12, Agenda Item # 17.03	Banner Supply Co. (Mangonia Park, FL)	\$95,955.00	Building materials for metal stud trusses per Plans and Specifications
9	13002070	11/09/12	FACILITIES	In accordance with Approved Construction Item MCHS Renovations, MCSB approved 10/30/12, Agenda Item # 17.01	HADP Architecture, Inc. (Coral Gables, FL)	\$82,980.00	A/E fees for Project - Modification to Labs at Bldg. 106 (ROTC)/Re-Roofing at Bldg. 106 (ROTC)/Phase IIIC-Utilities Relocation
10	13002075	11/13/12	FAWE	In accordance with Approve Purchases of Instructional Materials FY 2013, MCSB approved on 5/15/12, Agenda Item # 7.02	Schoolwide, Inc. (Holbrook, NY)	\$23,854.50	Writing Fundamentals, Multi Genre Units for Grammar and Conventions

REPORT OF RELEASED PURCHASE ORDERS GREATER THAN \$10,000.00 FOR BOARD APPROVAL ON 12/18/2012 (CONT'D)

Purchases from 11/05/12 to 11/28/12

<u>NO.</u>	<u>PO#</u>	<u>Date</u>	<u>Sch/Dept</u>	<u>Authority for issuance of Purchase order</u>	<u>Vendor</u>	<u>PO\$ Amount</u>	<u>Description</u>
11	13002078	11/13/12	ATTORNEY	In accordance with Legal Services Agreement, MCSB approved on 9/18/12, Additional Agenda Item added	Fox, Wackeen, Dungey, Beard, Sobel (Stuart, FL)	\$40,000.00	Interim School Board Attorney Services through 12/31/12
12	13002083	11/13/12	FAWE	In accordance with Approve Purchases of Instructional Materials FY 2013, MCSB approved on 5/15/12, Agenda Item # 7.02	Schoolwide, Inc. (Holbrook, NY)	\$13,775.00	Writing Fundamentals, Multi Genre Units for Grammar and Conventions
13	13002087	11/16/12	FACILITIES	Exempt per SB Policy # 6320 G 1, purchases from other Public Entities bids, rfps. In accordance with Broward County Schools Bid # 28-134T, MCSB approved Piggyback on 2/21/12, Agenda Item # 16.07	Holb-Sierra Corp. (Hollywood, FL)	\$49,900.00	Furnish and install complete Security Camera System for Challenger School
14	13002090	11/16/12	FACILITIES	Exempt per SB Policy # 6320 G 13 for DIRECT PURCHASES # 058 for MCHS Phase III A-New Classroom, GMP Pirtle, MCSB approved on 5/15/12, Agenda Item 17.03	Allsteel & Gypsum (Ft. Laud, FL)	\$48,301.88	Metal framing and insulation materials per Plans and Specifications
15	13002091	11/16/12	FACILITIES	Exempt per SB Policy # 6320 G 13 for DIRECT PURCHASES # 059 for MCHS Phase III A-New Classroom, GMP Pirtle, MCSB approved on 5/15/12, Agenda Item 17.03	Cemex Construction (Houston, TX)	\$27,500.00	Drywall materials per Plans and Specifications
16	13003511	11/27/12	ESE	In accordance with approved Renewal Agreement for Client Services, MCSB approved on 4/17/12, Agenda Item # 11.01	Sunbelt Staffing (Oldsmar, FL)	\$65,000.00	Contract to provide Speech Language Therapy and Occupational Therapy for 12/13 SY
17	13003516	11/27/12	FACILITIES	Exempt per SB Policy # 6320 G 13 for DIRECT PURCHASES # 062 for MCHS Phase III A-New Classroom, GMP Pirtle, MCSB approved on 5/15/12, Agenda Item 17.03	Integrated Telecom Systems (Palm City, FL)	\$172,567.20	Audio Visual Materials per Plans and Specifications
18	13003517	11/27/12	FACILITIES	Exempt per SB Policy # 6320 G 13 for DIRECT PURCHASES # 063 for MCHS Phase III A-New Classroom, GMP Pirtle, MCSB approved on 5/15/12, Agenda Item 17.03	Integrated Telecom Systems (Palm City, FL)	\$104,716.98	SCS/ITV Material per Plans and Specifications
19	13003522	11/27/12	FACILITIES	Exempt per SB Policy # 6320 G 13 for DIRECT PURCHASES # 061 for MCHS Phase III A-New Classroom, GMP Pirtle, MCSB approved on 5/15/12, Agenda Item 17.03	Designs Furnishings & Equip. (Daytona Bch., FL)	\$260,000.00	Food Service Equipment per Plans and Specifications
20	13003523	11/28/12	FACILITIES	In accordance with MCSD Bid #1001-0-2012/RS, MCSB approved 5/15/12, Agenda Item # 16.02	Daniels Fence Corp. (Stuart, FL)	\$14,979.13	Provide Labor, Materials, Tools & Supervision to Install Fence Project at Stuart Learning Center
21	13003525	11/28/12	FACILITIES	Exempt per SB Policy 6320 G 1, purchases from other Public Entities bids, rfps. In accordance with FL State Contract 425-001-12-1, MCSB approved on 3/20/12, Agenda Item # 16.05	Hustons Office Supplies & Commercial Interiors (Stuart, FL)	\$23,131.74	Provide and Install furniture in Room # 002 in Bldg. # 1 at SMS Testing Lab

ED TECHNOLOGY RELEASED PURCHASE ORDERS GREATER THAN \$10,000.00 FOR BOARD APPROVAL ON 12/18/2012

Purchases from 11/02/12 to 11/28/12

<u>NO.</u>	<u>PO#</u>	<u>Date</u>	<u>Cost Ctr.</u>	<u>Authority for issuance of Purchase order</u>	<u>Vendor</u>	<u>PO\$ Amount</u>	<u>Description</u>
22	13002053	11/06/12	ET	Exempt per SB Policy # 6320 G 1, purchases from other Public Entities bids, rfps. In accordance with Palm Beach County Schools Bid # 10C-19B, MCSB approved Piggyback on 5/25/11, Agenda Item # 16.01.j	Audio Visual Innovations, Inc. (Tampa, FL)	\$16,581.60	(45) Epson Brightlink Solos Interactive (30) for AMS, (15) for CGE
23	13002082	11/15/12	ET	Exempt per SB Policy # 6320 G 1, purchases from other Public Entities bids, rfps. In accordance with FL State Contract # 252-001-09-1, MCSB approved renewal of Piggyback on 4/17/12, Agenda Item # 16.03	SHI Int.'l Corp. (Piscataway, NJ)	\$211,434.78	Annual Microsoft Licensing for District's PC and Servers
24	13002095	11/16/12	ET	In accordance with Approve Purchases of Instructional Materials FY 2013, MCSB approved on 5/15/12, Agenda Item # 7.02	Follett Software Co. (McHenry, IL)	\$28,497.19	Destiny Textbook and Library Manager Annual Software Maintenance and Support fees
25	13002096	11/16/12	ET	In accordance with MCSD RFP # 5001-0-2007/JC, MCSB approved Renewal on 2/21/12, Agenda Item # 19.09	United Data Technologies (Doral, FL)	\$152,300.00	(200) HP Compaq Pro desktops and (200) HP Compaq LA2006x monitors to replace obsolete/out of warranty PC's in use at the IC
26	13002100	11/16/12	ET	In accordance with MCSD RFP # 5001-0-2007/JC, MCSB approved Renewal on 2/21/12, Agenda Item # 19.09	United Data Technologies (Doral, FL)	\$14,627.58	(2) Hp modules, (2) HP LR Transceivers, (2) HP SR Transceivers, for AMS disaster recovery site build out.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **14.05**

1. **AGENDA ITEM:** Head Start Policy Council Minutes for September 28, 2012
Enrollment Report, Meal Counts, and Financial Statements, – September and October, 2012

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Staff recommends approval of the attached Head Start Policy Council Minutes, Enrollment Report, Meal Counts and Financial Statement- September and October 2012

3. **FINANCIAL IMPACT:**
Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$ _____
Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
Type or Print Name

Deana H. Newson
Signature

Director/Principal: Deana H. Newson
Type or Print Name

Deana H. Newson
Signature

Exec. Director or
Asst. Superintendent: Catherine Tedesco
Type or Print Name

Catherine Tedesco
Signature

Finance Review: Bryan Thabit
Type or Print Name

Bryan Thabit
Signature

Legal Review: REQUIRED Doug Griffin
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

**Martin County School District Head Start Program
Policy Council Minutes for September 28, 2012 meeting**

8:45 a.m.

Review of the By-Laws: Ms. Deana H. Newson, Director of Head Start introduced herself to the newly elected Policy Council Members. Joan Bringger, Education Manager and Mary Mann Family Community Manager also introduced themselves.

The 2012-2013 members introduced themselves. Deana Newson reviewed the Head Start By-Laws. The Responsibilities of the Policy Council Chairperson, Vice Chairperson and Secretary were reviewed and discussed.

Nominations were held for the Chairperson. Martha Goodrich volunteered for the position. She spoke briefly about why she would like to serve in this position. Motion to approve vote to elect Ms. Goodrich was unanimous.

Nominations were held for Vice Chairperson. Magdalena Carillo volunteered for the position. She spoke briefly about why she would like to serve in this position. Mario Tomas-Antonio also volunteered for the position. He spoke briefly about why he would like to serve in this position. A vote was taken by all members. Magdalena Carillo was elected to serve as Vice Chairperson.

Nominations were held for Secretary. Juana Mendoza and Micaela Sebastian volunteered for the position. They each spoke briefly about why they would like to serve in this position. A vote was taken to elect the Secretary. Micaela S. Miguel was elected to serve as Secretary of the 2012-2013 Policy Council.

Agreement of Good Conduct was reviewed and signed by all members.

The meeting was called to order at 9:47 a.m. by Martha Goodrich.

Roll Call:

MEMBERS PRESENT:

Micaela Sebastian, Juana Mendoza, Pablo Rodriguez, Isaias Yax Puac, Mario Tomas-Antonio, Martha Goodrich, Magdalena Carillo

STAFF PRESENT: Deana Newson, Carol Gwyn-Williams, Mary Mann, Joan Bringger

MEMBERS ABSENT: Walter Tacam, Danyella Lustosa, Maura Barry-Sorenson, Rosa Nicolas

Membership present met the required quorum.

Agenda Approved: The agenda for the September 28, 2012 meeting was reviewed. *Magdalena Carillo made a motion to approve the Agenda; Juana Mendoza seconded the motion. Motion was approved.*

Minutes Approved: The minutes from the August 31, 2012 meetings were reviewed. No changes were made. *Magdalena Carillo made a motion to approve the Minutes for the August 31, 2012 meetings; Juana Mendoza seconded the motion. Motion was approved.*

New Business: Joan Bringger, Education Services Manager, reviewed Education Policies and Procedures ED1-A through ED1-L and ED2-A through ED2-B. Ms. Bringger shared changes that were made to the previous year's procedures. *Isaias Yax Puac made a motion to approve Education Policies and Procedures; Micaela S. Miguel seconded the motion. Motion was approved.*

Ms. Bringger also shared the Education Service Plan. *Juana Mendoza made a motion to approve Education Service Plan; Micaela Sebastian seconded the motion. Motion was approved.*

Reports: Enrollment and Attendance:

Head Start August enrollment 262
Head Start August wait list 122
Head Start August attendance 91.7%

Food Service Report:

Head Start Meal Counts August:	Breakfast	2823
	Lunch	2825
	Total	5648

Fiscal: Deana Newson presented the P-Card and Financial Statements for August, 2012.

Juana Mendoza made a motion to approve all Reports; Pablo Rodriguez seconded the motion. Motion was approved.

Member Comments:

NONE

Business Meeting was adjourned at 10:13 a.m.

Micaela S. Miguel
Micaela S. Miguel
Policy Council Secretary

Enrollment and Attendance Report

MARTIN COUNTY SCHOOL DISTRICT
PRESCHOOL PROGRAMS

ENROLLMENT 2012 - 2013	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE
Head Start											
• Enrollment	262	268	270	0	0	0	0	0	0	0	
• Wait List	122	122	119								
• Perkins	122	126	126								
• Port Salerno Learning Center	54	54	54								
• Salerno School House	52	52	54								
• Stuart Learning Center	34	36	36								
VPK											
• Enrollment	198	201	200	0	0	0	0	0	0	0	
• Wait List	0	0	0								
• Citrus Grove	20	20	20								
• Palm City	39	40	40								
• Hobe Sound	19	20	20								
• Jensen Beach	38	39	39								
• Crystal Lake	36	34	33								
• Perkins - ESE/VPK	0	0	0								
• Perkins - Head Start/VPK	0	0	0								
• Port Salerno Learning Center	16	17	17								
• Port Salerno E. S. Title I	12	12	12								
• Port Salerno Learning Center - Head Start/VPK	0	0	0								
• Salerno School House - Head Start/VPK	0	0	0								
• Stuart Learning Center	18	19	19								
• Stuart Learning Center - Head Start/VPK	0	0	0								
AVG. DAILY ATTENDANCE											
Head Start	91.7%	93.86%	92.33%								
VPK	90.0%	89.08%	96.07%								

Martin County School District

Head Start Meal Counts

2012-2013

Site	Aug-12			Sep-12			Oct-12			Nov-12			Dec-12		
	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals
Salerno School House	531	533	1064	811	807	1618	984	976	1960						
Salerno Learning Center	571	565	1136	840	825	1665	990	963	1953						
Stuart Learning Center	380	376	756	576	576	1152	705	706	1411						
Perkins Head Start	1341	1351	2692	1998	1997	3995	2451	2454	4905						
TOTALS	2823	2825	5648	4225	4205	8430	5130	5099	10229						

Site	Jan-12			Feb-12			Mar-12			Apr-12			May-12		
	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals	Breakfast	Lunch	Totals
Salerno School House															
Salerno Learning Center															
Stuart Learning Center															
Perkins															
TOTALS															

Site	Grand Total for Year		
	Breakfast	Lunch	Totals
Salerno School House	2326	2316	4642
Salerno Learning Center	2401	2353	4754
Stuart Learning Center	1661	1658	3319
Perkins	5790	5802	11592
TOTALS	12178	12129	24307

**MARTIN COUNTY SCHOOL BOARD
HEADSTART PROGRAM
BUDGET STATUS SUMMARY
AS OF
SEPTEMBER 30, 2012**

REVENUES

DESCRIPTION	Acct. Number	Amended Budget	Actual Receipts Through 9/30/12	Uncollected Balance at 9/30/12	% of Budget Collected
<u>HEADSTART</u>					
OTHER FEDERAL DIRECT	3199	\$ 1,855,555.00	\$ 1,343,347.37	\$ 512,207.63	72.40%
SUBTOTAL - FEDERAL DIRECT		<u>1,855,555.00</u>	<u>1,343,347.37</u>	<u>512,207.63</u>	72.40%
 TOTAL REVENUE		 \$ 1,855,555.00	 \$ 1,343,347.37	 512,207.63	 72.40%
BEGINNING FUND BALANCE		-		-	
TOTAL EST. REVENUES AND FUND BALANCE		<u>\$ 1,855,555.00</u>		<u>\$ 1,855,555.00</u>	

APPROPRIATIONS

DESCRIPTION	Acct. Number	Amended Budget	Actual Expenditures Through 9/30/12	Available Balance at 9/30/12	% of Budget Expended
<u>INSTRUCTIONAL SERVICES</u>					
SALARIES	5000/100	\$ 802,488.36	\$ 594,110.58	\$ 208,377.78	74.03%
EMPLOYEE BENEFITS	5000/200	333,119.00	220,726.38	112,392.62	66.26%
MATERIALS AND SUPPLIES	5000/500	6,000.00	5,383.70	616.30	89.73%
OTHER EXPENSES	5000/700	23,816.64	22,815.85	1,000.79	95.80%
SUBTOTAL		<u>1,165,424.00</u>	<u>843,036.51</u>	<u>322,387.49</u>	72.34%
<u>PUPIL PERSONNEL SERVICES</u>					
SALARIES	6100/100	265,648.71	192,311.20	73,337.51	72.39%
EMPLOYEE BENEFITS	6100/200	108,311.00	78,581.70	29,729.30	72.55%
PURCHASED SERVICES	6100/300	32,630.00	19,203.42	13,426.58	58.85%
MATERIALS AND SUPPLIES	6100/500	4,001.29	3,825.23	176.06	95.60%
SUBTOTAL		<u>410,591.00</u>	<u>293,921.55</u>	<u>116,669.45</u>	71.58%
<u>INSTRUCTION & CURRICULUM DEVELOPMENT</u>					
SALARIES	6300/100	165,900.00	124,313.35	41,586.65	74.93%
EMPLOYEE BENEFITS	6300/200	43,430.00	32,121.55	11,308.45	73.96%
PURCHASED SERVICES	6300/300	250.00	166.98	83.02	66.79%
MATERIALS AND SUPPLIES	6300/500	3,525.00	2,301.54	1,223.46	65.29%
OTHER EXPENSES	6300/700	2,510.00	1,200.00	1,310.00	0.00%
SUBTOTAL		<u>215,615.00</u>	<u>160,103.42</u>	<u>55,511.58</u>	74.25%
<u>INSTRUCTIONAL STAFF TRAINING</u>					
EMPLOYEE BENEFITS	6400/200	1.68	1.68	-	0.00%
	6400/300	20,753.32	13,111.49	7,641.83	63.18%
MATERIALS AND SUPPLIES	6400/500	2,945.00	2,925.58	19.42	99.34%
OTHER EXPENSES	6400/700	3,068.00	2,863.16	204.84	93.32%
SUBTOTAL		<u>26,768.00</u>	<u>18,901.91</u>	<u>7,866.09</u>	70.61%

APPROPRIATIONS

**MARTIN COUNTY SCHOOL BOARD
HEADSTART PROGRAM
BUDGET STATUS SUMMARY
AS OF
SEPTEMBER 30, 2012**

DESCRIPTION	Acct. Number	Amended Budget	Actual Expenditures Through 9/30/12	Available Balance at 9/30/12	% of Budget Expended
<u>FOOD SERVICE</u>					
OTHER EXPENSES	7600/700	488.00	488.00	-	0.00%
		<u>488.00</u>	<u>488.00</u>	<u>-</u>	<u>0.00%</u>
<u>TRANSPORTATION SERVICES</u>					
CAPITAL OUTLAY	7800/600	992.00	-	992.00	0.00%
SUBTOTAL		<u>992.00</u>	<u>-</u>	<u>992.00</u>	<u>0.00%</u>
<u>OPERATION OF PLANT</u>					
PURCHASED SERVICES	7900/300	25,020.00	18,597.21	6,422.79	74.33%
ENERGY SERVICES	7900/400	10.00	10.00	-	0.00%
MATERIALS AND SUPPLIES	7900/500	7,162.00	6,711.64	450.36	93.71%
CAPITAL OUTLAY	7900/600	1,163.00	1,163.00	-	100.00%
SUBTOTAL		<u>33,355.00</u>	<u>26,481.85</u>	<u>6,873.15</u>	<u>79.39%</u>
<u>COMMUNITY SERVICES</u>					
MATERIALS AND SUPPLIES	9100/500	2,322.00	414.13	1,907.87	17.84%
		<u>2,322.00</u>	<u>414.13</u>	<u>1,907.87</u>	<u>17.84%</u>
TOTAL APPROPRIATIONS		<u>\$ 1,855,555.00</u>	<u>\$ 1,343,347.37</u>	<u>512,207.63</u>	<u>72.40%</u>
ENDING FUND BAL. PROJ. TO 9/30/12		<u>-</u>	<u>-</u>	<u>-</u>	

Notes:

Merchant Detail Transaction Report

Transactions for Each Account Listed by Merchant Name

Card Number	Posting Date	Transaction Date	Sales Tax	Amount
Merchant: Amazon.Com, Amzn.Com/Bill WA				
...4947	09/24/2012	09/22/2012	0.00 \$	19.93
		1 Transactions	0.00 USD	19.93
Merchant: Amz Shoplet, Amzn.Com/Pmts WA				
...4947	09/20/2012	09/20/2012	0.00 \$	73.34
		1 Transaction	0.00 USD	73.34 USD
Merchant: Cm School Supply, 909-982-9695 CA				
...4947	09/06/2012	09/05/2012	0.00 \$	17.45
		1 Transaction	0.00 USD	17.45 USD
Merchant: Feldesman Tucker Leife, 202-4668960 DC				
...4947	09/17/2012	09/13/2012	0.00 \$	550.00
		1 Transaction	0.00 USD	550.00 USD
Merchant: Irsc Main Campus, 772-4624772 FL				
...4947	09/26/2012	09/25/2012	0.00 \$	1,617.45
		1 Transaction	0.00 USD	1,617.45 USD
Merchant: Lakeshore Learning Mater, 310-537-8600 CA				
...4947	09/10/2012	09/07/2012	0.00 \$	220.98
...4947	09/24/2012	09/20/2012	0.00 \$	92.00
...4947	09/24/2012	09/20/2012	0.00 \$	113.90
...4947	09/24/2012	09/20/2012	0.00 \$	109.00
...4947	09/24/2012	09/20/2012	0.00 \$	92.00
...4947	09/24/2012	09/20/2012	0.00 \$	98.33
...4947	09/24/2012	09/20/2012	0.00 \$	49.65
...4947	09/24/2012	09/20/2012	0.00 \$	45.39
...4947	09/24/2012	09/20/2012	0.00 \$	61.60
...4947	09/24/2012	09/20/2012	0.00 \$	92.44
...4947	09/24/2012	09/20/2012	0.00 \$	47.45
...4947	09/24/2012	09/20/2012	0.00 \$	79.64
...4947	09/24/2012	09/20/2012	0.00 \$	100.18
...4947	09/24/2012	09/20/2012	0.00 \$	96.77
...4947	09/24/2012	09/20/2012	0.00 \$	96.69
...4947	09/24/2012	09/20/2012	0.00 \$	94.53
		16 Transactions	0.00 USD	1490.56
Merchant: Mail Services Unlimite, Stuart FL				
...4947	09/25/2012	09/24/2012	0.00 \$	13.11
		1 Transaction	0.00 USD	13.11 USD
Merchant: Ncs Pearson, 800-843-0019 MN				
...4947	09/27/2012	09/27/2012	0.00 \$	526.82
		1 Transactions	0.00 USD	526.82
Merchant: Office Depot #1165, 800-463-3768 FL				
...4947	09/10/2012	09/06/2012	0.00 \$	9.00
...4947	09/10/2012	09/06/2012	0.00 \$	18.00
...4947	09/12/2012	09/10/2012	0.00 \$	12.60
...4947	09/13/2012	09/11/2012	0.00 \$	208.63
...4947	09/17/2012	09/14/2012	0.00 \$	67.95
...4947	09/17/2012	09/14/2012	0.00 \$	52.74
...4947	09/17/2012	09/14/2012	0.00 \$	70.46
...4947	09/17/2012	09/14/2012	0.00 \$	18.56
...4947	09/17/2012	09/14/2012	0.00 \$	17.60
...4947	09/17/2012	09/14/2012	0.00 \$	11.83

...4947	09/17/2012	09/14/2012	0.00	\$	30.41
...4947	09/17/2012	09/14/2012	0.00	\$	6.72
...4947	09/17/2012	09/14/2012	0.00	\$	46.06
...4947	09/17/2012	09/14/2012	0.00	\$	32.52
...4947	09/17/2012	09/14/2012	0.00	\$	39.55
...4947	09/17/2012	09/14/2012	0.00	\$	18.29
...4947	09/17/2012	09/14/2012	0.00	\$	50.35
...4947	09/17/2012	09/14/2012	0.00	\$	13.15
...4947	09/17/2012	09/14/2012	0.00	\$	57.14
...4947	09/17/2012	09/14/2012	0.00	\$	25.62
...4947	09/17/2012	09/14/2012	0.00	\$	44.99
...4947	09/21/2012	09/19/2012	0.00	\$	37.08
...4947	09/28/2012	09/27/2012	0.00	\$	27.76
...4947	09/28/2012	09/27/2012	0.00	\$	49.75
			24 Transactions	0.00 USD \$	966.78
Merchant: Office Depot #1214, 800-463-3768 GA					
...4947	09/10/2012	09/06/2012	0.00	\$	9.00
...4947	09/17/2012	09/14/2012	0.00	\$	3.29
...4947	09/17/2012	09/14/2012	0.00	\$	1.48
			3 Transactions	0.00 USD \$	13.77
Merchant: Office Depot #5910, 800-463-3768 PA					
...4947	09/17/2012	09/14/2012	0.00	\$	1.48
			8 Transactions	0.00 USD	1.48
Merchant: Paypal Wholechildc, 402-935-7733 CA					
...4947	09/19/2012	09/18/2012	0.00	\$	20.00
			1 Transaction	0.00 USD	20.00 USD
Merchant: Preferred Chemical, 561-833-1515 FL					
...4947	09/28/2012	09/27/2012	0.00	\$	249.88
			1 Transactions	0.00 USD \$	249.88
Merchant: South Florida Janitorial, 561-948-7002 FL					
...4947	09/11/2012	09/10/2012	0.00	\$	111.15
...4947	09/11/2012	09/10/2012	0.00	\$	88.46
...4947	09/25/2012	09/24/2012	0.00	\$	74.10
			3 Transactions	0.00 USD \$	273.71
Merchant: Teachstone Training Lic, 434-2933909 VA					
...4947	09/10/2012	09/07/2012	0.00	\$	120.00
			1 Transaction	0.00 USD	120.00 USD
Merchant: Wm Supercenter#1087, Stuart FL					
...4947	09/07/2012	09/06/2012	0.00	\$	27.92
...4947	09/17/2012	09/14/2012	0.00	\$	232.39
...4947	09/27/2012	09/26/2012	0.00	\$	166.49
...4947	09/28/2012	09/27/2012	0.00	\$	38.90
			39 Transactions	23.03 USD \$	465.70
				TOTAL \$	6,419.95

**MARTIN COUNTY SCHOOL BOARD
HEADSTART PROGRAM
BUDGET STATUS SUMMARY
AS OF
OCTOBER 31, 2012**

REVENUES

DESCRIPTION	Acct. Number	Amended Budget	Actual Receipts Through 10/31/12	Uncollected Balance at 10/31/12	% of Budget Collected
<u>HEADSTART</u>					
OTHER FEDERAL DIRECT	3199	\$ 1,855,555.00	\$ 1,495,280.42	\$ 360,274.58	80.58%
SUBTOTAL - FEDERAL DIRECT		<u>1,855,555.00</u>	<u>1,495,280.42</u>	<u>360,274.58</u>	80.58%
 TOTAL REVENUE		 \$ 1,855,555.00	 \$ 1,495,280.42	 360,274.58	 80.58%
BEGINNING FUND BALANCE		-		-	
 TOTAL EST. REVENUES AND FUND BALANCE		 \$ 1,855,555.00		 \$ 1,855,555.00	

APPROPRIATIONS

DESCRIPTION	Acct. Number	Amended Budget	Actual Expenditures Through 10/31/12	Available Balance at 10/31/12	% of Budget Expended
<u>INSTRUCTIONAL SERVICES</u>					
SALARIES	5000/100	\$ 801,488.36	\$ 658,102.88	\$ 143,385.48	82.11%
EMPLOYEE BENEFITS	5000/200	333,119.00	247,973.12	85,145.88	74.44%
MATERIALS AND SUPPLIES	5000/500	8,100.00	7,610.66	489.34	93.96%
OTHER EXPENSES	5000/700	24,816.64	24,141.91	674.73	97.28%
SUBTOTAL		<u>1,167,524.00</u>	<u>937,828.57</u>	<u>229,695.43</u>	80.33%
<u>PUPIL PERSONNEL SERVICES</u>					
SALARIES	6100/100	265,648.71	214,362.90	51,285.81	80.69%
EMPLOYEE BENEFITS	6100/200	108,311.00	88,582.27	19,728.73	81.79%
PURCHASED SERVICES	6100/300	29,580.00	19,247.42	10,332.58	65.07%
MATERIALS AND SUPPLIES	6100/500	4,301.29	4,224.05	77.24	98.20%
SUBTOTAL		<u>407,841.00</u>	<u>326,416.64</u>	<u>81,424.36</u>	80.04%
<u>INSTRUCTION & CURRICULUM DEVELOPMENT</u>					
SALARIES	6300/100	165,900.00	136,883.11	29,216.89	82.39%
EMPLOYEE BENEFITS	6300/200	43,430.00	35,832.89	7,797.11	82.05%
PURCHASED SERVICES	6300/300	250.00	166.98	83.02	66.79%
MATERIALS AND SUPPLIES	6300/500	3,525.00	2,572.98	952.02	72.99%
OTHER EXPENSES	6300/700	2,510.00	2,510.00	-	0.00%
SUBTOTAL		<u>215,615.00</u>	<u>177,565.96</u>	<u>38,049.04</u>	82.35%
<u>INSTRUCTIONAL STAFF TRAINING</u>					
EMPLOYEE BENEFITS	6400/200	1.68	1.68	-	0.00%
	6400/300	19,181.02	13,536.49	5,644.53	70.57%
MATERIALS AND SUPPLIES	6400/500	3,067.30	3,047.88	19.42	99.37%
OTHER EXPENSES	6400/700	4,518.00	4,480.61	37.39	99.17%
SUBTOTAL		<u>26,768.00</u>	<u>21,066.66</u>	<u>5,701.34</u>	78.70%

APPROPRIATIONS

**MARTIN COUNTY SCHOOL BOARD
HEADSTART PROGRAM
BUDGET STATUS SUMMARY
AS OF
OCTOBER 31, 2012**

DESCRIPTION	Acct. Number	Amended Budget	Actual Expenditures Through 10/31/12	Available Balance at 10/31/12	% of Budget Expended
<u>FOOD SERVICE</u>					
OTHER EXPENSES	7600/700	488.00	488.00	-	0.00%
		<u>488.00</u>	<u>488.00</u>	<u>-</u>	<u>0.00%</u>
<u>TRANSPORTATION SERVICES</u>					
CAPITAL OUTLAY	7800/600	992.00	-	992.00	0.00%
SUBTOTAL		<u>992.00</u>	<u>-</u>	<u>992.00</u>	<u>0.00%</u>
<u>OPERATION OF PLANT</u>					
PURCHASED SERVICES	7900/300	25,020.00	22,637.54	2,382.46	90.48%
ENERGY SERVICES	7900/400	10.00	10.00	-	0.00%
MATERIALS AND SUPPLIES	7900/500	7,812.00	7,651.02	160.98	97.94%
CAPITAL OUTLAY	7900/600	1,163.00	1,163.00	-	100.00%
SUBTOTAL		<u>34,005.00</u>	<u>31,461.56</u>	<u>2,543.44</u>	<u>92.52%</u>
<u>COMMUNITY SERVICES</u>					
MATERIALS AND SUPPLIES	9100/500	2,322.00	453.03	1,868.97	19.51%
		<u>2,322.00</u>	<u>453.03</u>	<u>1,868.97</u>	<u>19.51%</u>
TOTAL APPROPRIATIONS		<u>\$ 1,855,555.00</u>	<u>\$ 1,495,280.42</u>	<u>360,274.58</u>	<u>80.58%</u>
ENDING FUND BAL. PROJ. TO 10/31/12		<u>-</u>	<u>-</u>	<u>-</u>	

Notes:

Merchant Detail Transaction Report

Transactions for Each Account Listed by Merchant Name

Card Number	Posting Date	Transaction Date	Amount
Merchant: Amazon Mktplace Pmts, Amzn.Com/Bill WA			
...4947	10/03/2012	10/02/2012	16.95
		1 Transactions	16.95
Merchant: Car Pro Auto Spa, Stuart FL			
...4947	10/16/2012	10/15/2012	74.95
		1 Transaction	74.95
Merchant: Lakeshore Learning Mater, 310-537-8600 CA			
...4947	10/11/2012	10/09/2012	1,750.53
		1 Transactions	1,750.53
Merchant: Lowes #01109, Stuart FL			
...4947	10/02/2012	10/01/2012	27.65
		1 Transactions	27.65
Merchant: Office Depot #1165, 800-463-3768 FL			
...4947	10/04/2012	10/02/2012	89.85
...4947	10/12/2012	10/10/2012	46.23
...4947	10/12/2012	10/10/2012	4.78
...4947	10/12/2012	10/10/2012	72.78
...4947	10/24/2012	10/23/2012	31.86
		6 Transactions	245.5
Merchant: Office Depot #1214, 800-463-3768 GA			
...4947	10/12/2012	10/10/2012	5.39
		1 Transactions	5.39
Merchant: Preferred Chemical, 561-833-1515 FL			
...4947	10/05/2012	10/04/2012	168.00
		1 Transactions	168.00
Merchant: South Florida Janitorial, 561-848-7002 FL			
...4947	10/02/2012	10/01/2012	221.25
		1 Transactions	221.25
Merchant: Ssi School Specialty, 888-388-3224 WI			
...4947	10/11/2012	10/10/2012	1,005.29
...4947	10/18/2012	10/17/2012	438.18
		2 Transactions	1,443.47
Merchant: Wku T Tas, 270-7456380 KY			
...4947	10/08/2012	10/02/2012	100.00
...4947	10/16/2012	10/15/2012	425.00
		2 Transactions	525.00
		TOTAL	4,478.69

Service Area Updates-Policy Council November 16, 2012

Education

This month the Education Team will be conducting CLASS Observations in all of the 15 Head Start Classrooms. CLASS is a Classroom Assessment Scoring System that focuses on the relationship between the teacher and the students. There are three broad domains of effective teacher/child interactions: Emotional Support, Classroom Organization, and Instructional Support.

Family and Community

- “Crunch and Munch”-Nov.
- Parent Committee Meetings-Nov.
All sites-November Topic Mental Health and Second Step and Child Abuse/ Neglect
Speaker-Cindy Smith, MHDM introduced Second Step
Speaker-Castle Program
- Picture Night the first week in Dec. “Life Touch” is doing all centers-flyer will go home
- FSW Meeting/ERSEA/Family Engagement-parents attended
- All Family Partnership Agreements completed
- Selection Criteria, Application, Open Enrollment Flyers, and Press Release submitted

Health

All children were screened for hearing/vision/dental was completed on 11/4. BMI's were calculated and sent home to parents who we are working closely with to advocate for healthier lifestyles, and eating habits. Our current project is following up on all dental treatment that needs to be made.

Mental Health and Disabilities

Mental Health and Disabilities is working closely with the nurse in retesting 160 children for potential speech and/or articulation issues that may need to be addressed. Child in Indiantown Head Start has had a hearing aid repaired by our district contracted audiologist for free, and through the kindness of the nurse's mother-in-law, has several pretty headbands to help encourage child to wear the hearing aid now that it has been repaired. Almost a dozen children have been tested and referred for evaluation by FDLRS – others are in the works – and many are being watched and followed closely as they gain multiple skills and abilities during these early months.



School Board of Martin County
 Agenda Item Request Form
 Board Meeting: December 18, 2012

Agenda Item # **14.06**

1. **AGENDA ITEM:** Head Start Community Partnerships Policies and Procedures-Revised
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Staff recommends approval of the attached Head Start Community Partnerships Policies and Procedures- Revised The Head Start Program staff are responsible for reviewing and recommending revisions to Head Start Policies and Procedures on an annual basis. The Head Start Policy Council reviews staff recommendations and must approve revisions. The attached revised Community Partnerships Policies and Procedures have been approved by the Policy Council and are recommended for Board Approval.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
 Type or Print Name

Deana H. Newson
 Signature

Director/Principal: Deana H. Newson
 Type or Print Name

Deana H. Newson
 Signature

Exec. Director or
 Asst. Superintendent: Catherine Tedesco
 Type or Print Name

Catherine Tedesco
 Signature

Finance Review: Bryan Thabit
 Type or Print Name

Bryan Thabit
 Signature

Legal Review: REQUIRED
 NOT REQUIRED

 Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP1		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40	

SUBJECT: Family Goal Setting.

POLICY: Head Start develops family partnerships that establish mutual trust and identify family goals, strengths and support services.

PROCEDURE:

1. The Family Service Worker will make a home visit with each family to establish rapport, assess family strengths and needs and determine if family has existing family goals with another agency. *(If family has existing goals, Family Service Worker will obtain necessary release of information to discuss existing goals with community partner. Family Service Worker will proceed to Step 4 and will provide support to the family in attaining existing goals).*
 Person(s) Responsible: FCSM and FSWs
 Time Frame: August to November

2. Upon the family's approval, a home visit is made to set family goals, describe timetables, strategies, and responsibilities needed to accomplish the goals.
 Person(s) Responsible: FCSM and FSWs
 Time Frame: August to Mid-November

3. If a family prefers, the Family Service Worker and family will arrange an alternate location for the visit.
 Person(s) Responsible: FCSM and FSWs
 Time Frame: August to Mid-November

4. Family Service Worker follows up with each family to assess progress made in fulfilling the goals of the Family Partnership Agreement to include:
 - A. Determine if family needs have changed and alter goals if needed
 - B. Determine if any goals have been reached
 - C. Provide ongoing support to family to help them reach their goals such as transportation, community resources, completing a whole child profile and encouragement
 Person(s) Responsible: FCSM and FSWs
 Time Frame: January; March; May

HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS

Policy Number: FP2		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40	

SUBJECT: Referrals

POLICY: Head Start works with parents to identify and access community services and resources while helping families to be responsive to achieving their goals and to assist and support families in times of crises.

PROCEDURE:

1. Staff is trained in the resources in the community and how and when to assist families in accessing them. Parents will be invited to complete a Family Needs Assessment in order to develop a plan for self-sufficiency.
 Person(s) Responsible: FCSM and FSWs
 Time Frame: On-going

2. FCSM will collaborate with Community Partners to offer workshops that introduce families to community resources.
 Person(s) Responsible: FCSM and FSW Staff
 Time Frame: On-going

3. When an FSW determines that a family needs a referral to a Community Partner, the FSW will obtain family consent and complete the Referral.
 Person(s) Responsible: FSW
 Time Frame: Year-round

4. Within one week of the referral, the FSW will follow up with the family and community agency as indicated and document outcome. In some cases additional follow up will be needed.
 Person(s) Responsible: FSW
 Time Frame: Within one week of each referral

5. Family Services Staff will also collaborate with the staff of Whole Child Connection to assist families in completing an online profile. A profile is a series of questions which help identify services that a family may need. Families will receive a list of providers that can help them obtain services. Family Services staff will provide support in their process. FSW will assist families with filling out Whole Child profile electronically.
 Person(s) Responsible: FCSM and FSW
 Time Frame: August – July

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP4		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 d	

SUBJECT: Parent Involvement, General

POLICY: The participation of parents in Head Start program activities is voluntary and not a condition of the child's enrollment.

PROCEDURE:

1. Head Start classrooms are open to parents during program hours and parents are encouraged to volunteer in their child's classroom.
 Person(s) Responsible: ESM, CS, and RT
 Time Frame: August - July

2. A. When family members volunteer in a Head Start classroom each teacher will have a number of volunteer activities from which to choose. These activities will encourage family members to observe children and participate with children in group activities.
 B. Classroom volunteers are permitted to work 9 hours a month in the classroom as Level 1 screened volunteer. More than 9 hours of classroom volunteering requires Level 2 screening for volunteers and must be approved by the Head Start Director.
 C. Student Volunteers between the ages of 12-18 years of age working more than 9 hours a month in the classroom must have a Certified Juvenile Record check through Martin County Juvenile Court, 100 SE Ocean Blvd., (B210), Stuart, FL. Student volunteers are not required to be fingerprinted but must be screened for delinquency records.

Person(s) Responsible: ESM, CS, and RT
 Time Frame: August – July

3. Alternative volunteer opportunities will be made available to parents who are working during Head Start classroom hours. Such volunteer opportunities will include but are not limited to:
 - Reading and pre-school project for parent and child to work on together
 - Art projects to work on at home
 - Phone calls for parent meetings
 - Typing

Person(s) Responsible: FCSM, ESM, CS, and RT
Time Frame: August – July

4. Parents are informed of group activities and encouraged to take part in these activities, either on or off the campus site (i.e., field trips, holiday programs, health screenings, dental visits, and/or medical treatment).

Person(s) Responsible: ESM, CS, and RT
Time Frame: August – July

5. A volunteer record of parent volunteer hours are kept and inputted into the computer reporting system by the teachers and checked by the volunteer designees. FCSM pulls a report at the end of each month and sends it to the school district.

Person(s) Responsible: FCSM, ESM, CS, RT; Volunteer site designee
Time Frame: August – July

6. The Head Start program in collaboration with local community agencies assist in planning, implementing and developing parent education resources.

Person(s) Responsible: FCSM, ESM, HSM, and RT
Time Frame: August – July

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP5		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.21 (a)(2)(iii)	

SUBJECT: Parent Involvement in Child Development and Education – Teacher Conference Report.

POLICY: The Head Start Teaching Team will participate in two (2) parent/teacher classroom conference with each child's parent.

PROCEDURE:

1. Parent will be contacted and an appointment made for the classroom parent-teacher conference.
2. The teacher will explain to parents that the parent-teacher conference is for sharing information about the child's participation in the program and showcase the child's work/progress.
3. All meetings should be friendly, positive and shaped by the stated purpose. Parents will be encouraged to ask questions, express their feelings and discuss their impressions.
4. All of the child's teacher's observation and progress reports will be shared at this time.
5. During the conference the teacher and parents will review the screening and assessment results.
6. The teacher will write up the conference using the Parent Conference form.
7. The teacher will have the parent sign the Parent Conference form, and the progress report.
8. The Parent/Teacher Conference schedule (tentative and final outcome) sheet will be turned into the ESM; by scheduled date.
9. Evaluate procedures

Person(s) Responsible: ESM, CS
Time Frame: November, April

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP5-A		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 e and 1304.21	

SUBJECT: Parent Involvement in Child Development and Education – Parent Skills Training.

POLICY: The Head Start Provides opportunities to include parents in the development of curriculum and child development activities.

PROCEDURE:

1. Training is available to Head Start families. Training topics are generated from parents input on the Parent Training Needs Assessment Sheet.
Person(s) Responsible: FSW's and FCSM
Time Frame: August - September
2. Various trainings are made available to families. Parents are advised of training dates and locations via newsletters or flyers and are invited to participate in the training.
Person(s) Responsible: ESM, FCSM, HSM, and MHDSM
Time Frame: August - May
3. Information regarding specific child concerns is shared between program staff and family. Parents are encourage to voice concerns or questions to staff either through personal contact, telephone, letters, or through other appropriate means of communications.
Person(s) Responsible: Head Start Staff
Time Frame: August - July
4. The Head Start program, in collaboration with local community agencies, assists in planning, implementing and developing parent education resources.
Person(s) Responsible: Management Team
Time Frame: August - July

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP5-C		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 e and 1304.21	

SUBJECT: Parent Involvement in Child Development and Education – Communication.

POLICY: Open communication is encouraged between the Head Start Program and Head Start families in gaining their full potential, and in improving their roles as their child's first and most important teacher.

PROCEDURE:

1. Head Start Orientation will be held at the beginning of the school year.
Person(s) Responsible: ESM, FCSM, HSM, and MHDSM
Time Frame: August - September

2. To ensure effective communication and collaboration between Head Start and families, information is distributed to families in the form of newsletters or calendars, flyers, personal contact, telephone calls or through written correspondences.
Person(s) Responsible: ESM, FCSM, HSM, and MHDSM
Time Frame: August - May

3. Opportunities are made available to families throughout the year to learn about the educational needs of their child (i.e., Parent Teacher Conferences, Parent Committee Meetings, Policy Council and/or informational social gatherings).
Person(s) Responsible: ESM, FCSM, HSM, and MHDSM
Time Frame: August - May

4. All communications that occur between Head Start and families reflect sensitivity to cultural and language differences. Translators are to be available at all Head Start activities.
Person(s) Responsible: Head Start Staff
Time Frame: August - July

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP5-D		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 e and 1304.21	

SUBJECT: Parent Involvement in Child Development and Education – Family Newsletter or Calendar.

POLICY: Head Start Staff will produce a monthly newsletter or calendar to keep families informed of events and information pertaining to their child’s education.

PROCEDURE:

1. Information is gathered on a monthly basis regarding upcoming events and necessary information. This will include, but is not limited to:
 - Upcoming family meetings/trainings
 - Upcoming educational/social events
 - Parent tips
 - Health care information
 - Upcoming community events
 Person(s) Responsible: ESM, FCSM, HSM, FSW, RT, and MHDSM
 Time Frame: August - May

2. A designee from each center collaborates to assemble the information for each monthly newsletter or calendar.
 Person(s) Responsible: CS
 Time Frame: August - May

3. The newsletter or calendar is compiled, copied and distributed to each Head Start site location.
 Person(s) Responsible: FSW and RT
 Time Frame: August - May

4. Teachers send the newsletter or calendar home with each child.
 Person(s) Responsible: CS
 Time Frame: August - May

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP5-E		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 e and 1304.21	

SUBJECT: Parent Involvement in Child Development and Education – Parent Committees.

POLICY: Parent committees are formed at each Head Start location and monthly meetings are held during the school year.

PROCEDURE:

1. Parent committees are formed at each Head Start locations and are comprised of Head Start families. Head Start teachers, FSW's and Site Management are in attendance at parent committee meetings.
Person(s) Responsible: FSW, CS, Management
Time Frame: August – May
2. Parent committee meetings are held throughout the school year. Head Start families at the center location decide upon the meeting dates.
Person(s) Responsible: ESM, FCSM, MHDSM, and FSWs.
Time Frame: August - July
3. Parent committee chair and vice chair officers are elected from each location by parents and serve as a member on policy council. A meeting agenda is completed at least three days prior to each meeting.
Person(s) Responsible: FSWs and Parents
Time Frame: August –May
4. A calendar with dates and times of Parent Committee meetings is distributed to Head Start families. Prior to each meeting, a reminder flyer will be sent home with each Head Start child.
Person(s) Responsible: Head Start Staff
Time Frame: August –July

**HEAD START POLICIES AND PROCEDURES
COMMUNITY PARTNERSHIPS**

Policy Number: FP6-A		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 f	

SUBJECT: Parent Involvement in health, nutrition and mental health education.

POLICY: The programs provide medical, dental, nutrition, and mental health education programs for program staff, parents, and families.

PROCEDURE:

1. Parents are encouraged to be active partners in their child's ongoing health and dental care. Parents are encouraged to set appointments for their children and continue to serve as a health and dental advocate as the child transitions into kindergarten.
Person(s) Responsible: HSM, FSW and CS
Time Frame: August - July

2. Parents are assisted in understanding how to take an active part in ongoing family health care.
Person(s) Responsible: HSM, FSW and CS
Time Frame: August - July

3. Parents are provided opportunities to learn principles of preventive medical and dental health, emergency first-aid, occupational and environmental hazards and safety practices for use in the classroom and in the home. These learning opportunities occur during program orientation, parent meetings, and/or parent workshops. Take-home materials are given to parents for review in many of the above areas.
Person(s) Responsible: HSM, FCSM, ESM and MHDSM
Time Frame: August - July

4. Parents are encouraged to voice health concerns and needs that may arise regarding their child or family member to the Head Start staff.
Person(s) Responsible: HSM, FCSM, ESM and MHDSM
Time Frame: August - July

5. The Head Start staff will communicate any health or developmental concerns to the child's parent.
Person(s) Responsible: HSM, RT, ESM, CS and MHDSM
Time Frame: August - July

6. Parents, children and staff are offered mental health services as provided by a contracted Mental Health specialist. Upon learning of or determining a need, staff complete an outside referral form and forward same to the MHDSM, who initiates contact with the Head Start contracted provider.

Person(s) Responsible: MHDSM

Time Frame: Ongoing

7. Head Start employees are further supported in the area of mental health by having available to them mental health counseling services through the MCSD Employee Assistance Program. Services are strictly confidential and are at no cost to the employee.

Person(s) Responsible: MCSD Benefits Division

Time Frame: Employees contracted year

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP6-B		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 f and 1304.24	

SUBJECT: Parent Involvement in nutrition education.

POLICY: Head Start parents will receive nutrition education.

PROCEDURE:

1. Trainings on nutritional needs of the child, including information about family eating patterns, cultural preferences and special dietary requirements will be provided via parent meetings as well as on an individual basis. Information will also be provided on the selection of foods which allows families to stay within an acceptable food budget.
Person(s) Responsible: HSM and CS
Time Frame: September - July

2. The medical Home/Health Assessment Form which is completed during the enrollment process has specific questions relating to nutrition. HSM reviews these forms and follows up as necessary. Parents are encouraged to express nutritional concerns with the Head Start Staff. Likewise, the Head Start Staff will express any nutritional concerns, as they arise, to parents.
Person(s) Responsible: HSM and CS
Time Frame: September - July

3. Follow-up is done on nutritional concerns through personal contact, telephone calls, parent conferences, home visits or written correspondences, referrals to WIC and communication among Head Start Staff.
Person(s) Responsible: HSM and CS
Time Frame: September - July

**HEAD START POLICIES AND PROCEDURES
COMMUNITY PARTNERSHIPS**

Policy Number: FP6-C		Page #1 of 1
Revision/Review Date: 11-13-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 f (4) (i), (ii), (iii)	

SUBJECT: Parent Involvement in mental health education.

POLICY: Head Start provides parents with opportunities to participate in trainings related to mental health.

PROCEDURE:

1. Head Start parents receive information from a mental health professional about mental health concerns during parents meetings, parent conferences, newsletter or brochures. Trainings are also made available to parents in various areas of mental health. At the trainings parents are encouraged to express any specific mental health concerns they might have. All information shared is handled in a sensitive and confidential manner.
Person(s) Responsible: HSM, MH/DSM, RT, ESM, FCSM, and CS
Time Frame: August - July

2. Head Start families have opportunities to discuss specific mental health issues with Head Start staff and during all one-on-one interaction. Parents are encouraged to voice concerns in these areas at anytime. Staff refer families to community resources as needs are revealed, or refer them to the RT or MHDSM for further assistance.
Person(s) Responsible: HSM, MH/DSM, RT, ESM, FCSM, and CS
Time Frame: August - July

3. Parents are involved in the process of planning and carrying out any mental health interventions. Parents meet regularly at parent meetings, policy council meetings, and nutritional meetings ("Crunch and Munch" meetings) where opportunities are provided for parents to discuss mental health concerns and develop solutions as they communicate together and create relationship with one another.
Person(s) Responsible: HSM, MH/DSM, RT, ESM, FCSM, and CS
Time Frame: August - July

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP7		Page #1 of 1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 g	

SUBJECT: Parent Involvement in community advocacy.

POLICY: Head Start families are given information about community resources in their area and are encouraged to take part in community activities in accordance with their interest and needs.

PROCEDURE:

1. Head Start and parents confer during the Family Partnership Agreement meeting to discuss the need for an agency referral. Referrals are made on a continuous basis throughout the year. Referral information is shared with families through parent orientations, parent meetings, parent conferences, policy council and other appropriate means.
Person(s) Responsible: FCSM and FSW
Time Frame: August - July

2. When Head Start staff refer families to community agencies, the families may be responsible for all or part of accessing community resources. The extent to which families are involved in the referral process is mutually agreed upon by the Head Start staff and family member(s).
Person(s) Responsible: FCSM and FSW
Time Frame: August - July

3. If a parent shows a desire to take part in community advocacy, Head Start will assist in this process. Head Start will provide translators, transportation, and other related services, including child care services.
Person(s) Responsible: FCSM and FSW
Time Frame: August - July

4. We have established collaboration with the Whole Child Connection of Martin County. The Whole Child Connection, Inc. is a 501 C 3 agency in Martin County. By completing a simple, confidential online profile, families gain access to virtually any service they need to enhance their quality of life. A Whole Child Profile is a series of questions which help identify services that a family may need. Once a profile has been completed, the system will analyze the profile and link families with the appropriate agencies to address their needs. The family will have a WCC plan that includes an explanation of what this service entails. WCC has agreements with over 70 providers in the community, once a family chooses a provider, the WCC system e-mails the provider a service request notification, and in turn, the provider contacts the family to address the particular need. The family can check the status of the request by entering their user name and password in the WCC system.
Person(s) Responsible: FCSM and FSWs
Time Frame: Aug.-July

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP8A		Page #1 of 2
Revision/Review Date: 11-2-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 h and 1304.41 (c)	

SUBJECT: Parent Involvement in transition activities – entering into Head Start

POLICY: Parents are encouraged to take an active role in becoming their child's advocate as they transition into Head Start.

PROCEDURE:

1. Transition planning is discussed with families at enrollment, parent orientation, home visits, parent meetings and parent workshops.
Person(s) Responsible: ESM, FCSM, HSM, CS, RT, FSW and MHDSM
Time Frame: Enrollment to October

2. A parent orientation in collaboration with the teachers, family service workers and managers, and resource teacher is held in August to prepare parents for their child's move into Head Start. This orientation includes information about:
 - Exercising parent's rights and responsibilities within their child's school setting
 - Appropriate and effective communication strategies for parents with teachers and/or other school personnel
 - The importance of ongoing literacy activities.
 - Copy of the Head Start Handbook, Exclusion Policy, School Calendar
 Person(s) Responsible: ESM, FCSM, HSM, CS, RT, FSW and MHDSM
Time Frame: August

3. During the first parent/teacher home visit, the Head Start Teacher and the Family Servicer Worker encourages the parent to take an active role in their child's continuing education.
Person(s) Responsible: ESM, CS and FSW
Time Frame: August-September

4.
 - a. Head Start teachers will provide information concerning the child's developmental progress in the Head Start Program. Additional information regarding parent participation, attendance, and developmental screening results will be shared throughout the year with parents.

- b. Parent training, in Pedestrian and Traffic Safety, to help parents enforce important and necessary safety lessons with their children will be presented in a lesson during Parent Orientation, in August, of each school year.

Person(s) Responsible: RT, ESM and CS
Time Frame: On-going

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP8-B		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 h and 1304.41 (c)	

SUBJECT: Parent Involvement in transition activities – into kindergarten.

POLICY: Parents are encouraged to take an active role in becoming their child's advocate as they transition into kindergarten.

PROCEDURE:

1. Transition planning is discussed with families at parent conferences, parent committee meetings, and transition activities.
Person(s) Responsible: ESM, FCSM, HSM, CS, RT, and MHDSM
Time Frame: March - May

2. A parent workshop in collaboration with the principal, kindergarten teachers, and other support staff is held in spring to prepare parents for their child's move to kindergarten. This workshop includes information about:
 - Exercising parent's rights and responsibilities within their child's school setting
 - Appropriate and effective communication strategies for parents with teachers and/or other school personnel
 - The importance of ongoing literacy activities.
 Person(s) Responsible: ESM, FCSM, HSM, CS, RT, and MHDSM
Time Frame:

3. During the second parent/teacher home visit, the Head Start Teacher encourages the parent to take an active role in their child's continuing education.
Person(s) Responsible: ESM and CS
Time Frame: February – April

4. Field trips are organized in the spring of the year, and children transitioning from Head Start are given the opportunity to visit their prospective school. Likewise, parents are encouraged to take part in the field trips. Transition activities are planned to accommodate parents, Head Start center staff, kindergarten teachers, including any school support staff.
Person(s) Responsible: ESM, FCM, HSM, and CS
Time Frame: April – May

5. Kindergarten teachers will be provided with information concerning the child's developmental progress in the Head Start Program. Additional information regarding parent participation, attendance, and developmental screening results will be included. This information will be shared with parents before sending to forwarding school/staff.

Person(s) Responsible: RT, ESM and CS

Time Frame: May – June

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP9-A		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 I and 1306.32 b 8 and 1306.33 a 1	

SUBJECT: Parent Involvement in home visit - General.

POLICY: Family service staff will complete a home visit with each family, to be offered in the home as soon as possible following enrollment unless otherwise requested by the parent/guardian or for safety reasons. The focus of this visit is to build rapport, identify a goal and provide information or referrals on topics where parent(s) have expressed a need. It is also intended to encourage active participation in the Head Start program.

PROCEDURE:

1. The Family Service Staff will use a guide to develop goals based upon the family's priorities.
2. If the family received a service provided directly by Head Start or accessed through an outside agency, the Family Service Staff will indicate the type of service received.
3. The Family Service Staff will utilize Community Partners to make appropriate referrals and provide resources that address the family's goals.
4. If the family is already working with another agency and has established goals or pre-existing plans, the Family Service Staff will support the family to continue working on those goals as part of their Head Start experience. The Family Service Staff will then discuss the following on visits with families:
 - Policy Council and Parent Committees.
 - Parent Involvement including HIM. (Head Start Involvement for Men)
 - Community and child advocacy opportunities and Volunteer options
 - Parent Meetings and education opportunities available.

- Updated emergency contact information.
 - Information about kindergarten transition.
5. Following the visit, Family Service Staff will document the visit in Galileo.
 6. Goals and strategies or steps to achieve them will be documented in the Family Partnership section of Galileo, reflective of those identified and agreed to by the family within two working days of the identification of the goal. As needed, this documentation will be printed and sent to the family as a resource for attaining the goals they have identified.
 7. Following the visit, the establishment of goals and strategies, and the provision of resources and referrals, the Family Service Staff will check in with the family to see if progress is being made or additional assistance is required. The Family Service Staff will also adjust the Outcomes section of the goal domain, as steps are achieved, revised or adjusted. The Family Service Staff will periodically print and send the updated goal worksheet to the family that reflects progress on goals.
 8. Family Partnership Goals can be altered, changed or replaced at the family's request at any time during the program year.
 9. Content of the Family Partnership Goals may be shared with other staff. Family strengths gleaned from staff contacts should be noted at staffings.
 10. FCSM will periodically meet with Family Service staff to monitor family partnership activities and overall family participation/satisfaction with the program.

Person(s) Responsible: FSWs, FCSM
Time Frame: Aug - June

**HEAD START POLICIES AND PROCEDURES
FAMILY PARTNERSHIPS**

Policy Number: FP9-B		Page #1 of 2
Revision/Review Date: 11-13-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.40 i and 1306.32 b 8 and 1306.33 a 1	

SUBJECT: Parent Involvement in parent-teacher home visit.

POLICY: Two parent-teacher home visits are conducted each year to encourage parent input and participation in their child's educational; experience (Refer to ED1-H1).

PROCEDURE:

1. The first parent-teacher home visit take place within 45 days of a child's enrollment into Head Start.
 Person(s) Responsible: ESM, RT and CS
 Time Frame: Within 45 days of enrollment

2. Information is shared between classroom staff and parents.
 - Parents are asked to share their educational expectation for the up-coming year.
 - Parents are included in the planning of activities, to help the child's development and promote parent's own skills.
 - Records, antidotal notes, work sample are shared.
 Person(s) Responsible: ESM, RT, and CS
 Time Frame: Within 45 days of enrollment

3. The second parent-teacher home visit takes place in the spring of the year.
 - A. Information about child's progress since first visit, will be discussed.
 - B. Transition information shared with the family will include:
 - Information about parent's rights and responsibilities within the child's school setting.
 - Appropriate communication strategies for working with teachers and other school personnel.
 - Information about the importance of ongoing literacy activities.
 - C. Resource packets/brochures will be shared with each family to ensure smooth transition of each Head Start child.
 Person(s) Responsible: ESM, RT, and CS
 Time Frame: January – May

4. Additional staff working with the family may join a teacher in a home visit, as appropriate. Family members must be informed of additional staff person(s) prior to the visit.
Person(s) Responsible: ESM, FCSM, HSM, RT, CS, and MHDSM
Time Frame: January – May

5. When the second Home Visitation Report is completed, the original copy of the form is filed in the child's file and the carbon copy is filed in the Head Start classroom folder.
Person(s) Responsible: ESM, RT, and CS
Time Frame: August – July

6. After home visits have been completed, the FSW Staff will follow-up on situations requiring referrals or other needed information.
Person(s) Responsible: FCSM, ESM, FSWS, CS, and MHDSM
Time Frame: August – July



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **14.07**

1. **AGENDA ITEM:** Head Start Eligibility, Recruitment, Selection, Enrollment and Attendance (ERSEA) Policies and Procedures-Revised
 X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Staff recommends approval of the attached Head Start ERSEA Policies and Procedures- Revised The Head Start Program staff are responsible for reviewing and recommending revisions to Head Start Policies and Procedures on an annual basis. The Head Start Policy Council reviews staff recommendations and must approve revisions. The attached revised ERSEA Policies and Procedures have been approved by the Policy Council and are recommended for Board Approval.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Deana H. Newson
 Type or Print Name

Deana H. Newson
 Signature

Director/Principal: Deana H. Newson
 Type or Print Name

Deana H. Newson
 Signature

Exec. Director or
 Asst. Superintendent: Catherine Tedesco
 Type or Print Name

Catherine Tedesco
 Signature

Finance Review: Bryan Thabit
 Type or Print Name

Bryan Thabit
 Signature

Legal Review: REQUIRED
 NOT REQUIRED

 Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA1		Page #1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes: Please see also Community Assessment Plan
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.3	

SUBJECT: Determining community strengths and needs.

POLICY: The grantee determines community strengths and needs through a comprehensive community assessment every three years and updating in the second and third year.

PROCEDURE:

1. The Family Community Service Manager (FCSM) will be responsible for coordinating the overall Community Assessment process, including collecting, analyzing and reporting the data to the Program Director and Policy Council. The FCSM and other staff will have appropriate training related to the Community Assessment.

Person Responsible: FCSM and Management Team
Time Frame: September – January

2. FCSM will develop a plan to conduct the Community Assessment to include time line, responsible parties, training, activities and resources.
3. FCSM will present findings and results of the Community Assessment to Management Team.
4. Director will report findings and results of the Community Assessment to Policy Council on an annual basis.

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA - 2		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.4	

SUBJECT: Age of children and family income eligibility.

POLICY:

1. Children selected for this program will be at least three years old on or by September 1 of the school year, they apply. (Children with a diagnosed disability can be served on their third birthday if the Local Education Agency deems Head Start is the best placement based upon the child's Individual Education Plan.)
2. At least 90 percent of the children who are selected in the program are from low-income families according the definition of such in CFR 1305.2 (k).

PROCEDURE:

1. In order to apply for the MCSD Head Start Program, the family must submit a Head Start application and attach the following documents:
 - a) Proof of child's age
 - b) Proof of family's income
 - c) Proof of residency
 - d) Proof of child's disability (if applicable)
2. Whenever possible, a **copy of a certified birth certificate** is the preferred proof of the child's age. However, the following will be accepted as proof of age if this document is unavailable (*ref: FS 1003.1*):
 - a) Baptismal Certificate
 - b) Insurance policy on the child's life that has been in force for at least 2 years
 - c) Religious record of the child's birth (i.e. Bible entry) accompanied by an affidavit sworn to by the parent.
 - d) Passport or certificate of arrival in the United States showing the age of the child
 - e) Physician's statement regarding child's proof of age accompanied by an affidavit sworn by the parent

Note: A homeless child may be given a temporary exception from this requirement for 30 days.

3. The following documents are accepted as proof of income in the order in which they will be requested:
 - a) Individual income tax form 1040
 - b) W-2 forms
 - c) Statement from Social Security Income (SSI) and TANF
 - d) Written statement from employers
4. A manager of the Head Start Program will verify and sign all income documents.
5. Standard formulas will be used to calculate a family's income and to verify eligibility to participate in the program. The Federal Poverty Guidelines will be inputted on a grid to help determine income eligibility.
6. Up to ten percent of selected enrollment may be children from families who are over the income guidelines. Consideration for selection for over-income children will be based on at risk factors and not income eligibility. To maintain a record of the accuracy of the percentage of enrollment of over income families, the following process will take place:
 - a) After first selection, FCSM will request an over-income report from Data Processor.
 - b) FCSM will review the specific columns designed to flag the over-income status of children on the report.
 - c) FCSM will distribute the report to the FSW's to verify over-income status using the records on file. (Proof of income, income calculator).
7. FCSM will train all Head Start staff in the application process each February so they will be familiar with the application process.

Time Frame: Ongoing

Person(s) Responsible: FCSM, FSW Staff and Data Entry

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA 3		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1304.51 g	

SUBJECT: Recruitment of Children

POLICY: The program will solicit Head Start applications from enough families in Martin County to assure that needy families are aware of the services and that the number of applications exceeds the number of enrollment opportunities. 10% of enrollment opportunities will be made available to children with disabilities.

PROCEDURE:

1. Review the Community Assessment to determine recruitment areas that have the highest concentration of low-income families.

Persons responsible: Management Team

Time Frame: November/December

2. Head Start application is revised each year to assure it contains information needed for the Selection Criteria.

Persons responsible: Data Entry Staff/FCSM

Time Frame: December

3. The program will canvass the community to inform them of enrollment opportunities during the recruitment process through the following methods:

- Collaborations with ESE and other organizations which serve children with disabilities
- Private daycare providers
- Public Service Announcements
- Newspaper advertisements
- Flyers to elementary schools, local businesses such as laundry mats, churches, One-stop Career Centers and supermarkets
- Signs posted at the sites.

Persons responsible: FCSM and FSW Staff

Time Frame: November through May

4. Newly recruited families complete Phase I of the application process by making an appointment during Open Registration during the months of January and February at the site they would like to attend. This phase will include the application, proof of income, proof of age and proof of residency. An application will not be considered without these documents. Families without the necessary documents will be given the name/center to complete application process. (Applications are also accepted at any of the Head Start sites.) Families are assisted with completing the application as needed.

Persons responsible: FSW's and properly trained staff

Time Frame: January through May

5. Returning four year olds and those Phase II on the waiting list are contacted by their FSW to complete a new application and provide any updated residency and/or health information. NOTE: They are not required to submit an updated proof of income unless the income has drastically changed.

Persons responsible: FSWs

Time Frame: March through January

6. a. Applications are reviewed for basic eligibility criteria such as income, age and disability, if applicable by FSW and then kept in registration folder until federal poverty guidelines are posted and then revised by FCSM.
b. Applications and criteria sheet for newly recruited families are reviewed by FCSM.

Persons responsible: FSW's and Management Team

Time Frame: February through May

7. Families are notified of their eligibility status by mail.

Persons responsible: FSWs and FCSM

Time Frame: April - July

8. Families who are found eligible for the program are ranked according to the Selection Process.

Persons responsible: FSWs and FCSM

Time Frame: February through May

9. Families who are selected to participate are notified by letter and asked to schedule an appointment to complete Phase II paperwork. Families not selected are also notified by letter and are placed on a waiting list. Whenever possible, families are provided information about other pre-school programs in the area.

Persons responsible: FSWs and FCSM

Time Frame: April - July

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA 4		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.6	

SUBJECT: Selection process.

POLICY: The program has a formal process for the selection of students.

PROCEDURE:

1. The Selection Committee meets to review the Community Assessment and Self-Assessment to apprise themselves of areas of need in the community. They also discuss other issues they have personally witnessed that might be pertinent to the Selection Criteria. The Selection Committee is comprised of representatives from all service areas.

Responsible Persons: FCSM and designees.

Time Line: January

2. In creating the Selection Criteria, the Selection Committee will consider the income of eligible families and the age of each applicant. The Selection Criteria will develop a list of other risk factors ranked by points that define the types of children and families who will be given priority for recruitment and selection {Ref. CFR 1305.3(c)(6)}. Points are assigned to each section based upon community need.

3. 10 percent of the total number of enrollment during an enrollment year is made available to children with disabilities who meet the definition for children with disabilities in Section 1305.2(a). An effort will be made to enroll children with disabilities but this is dependant upon the number of children in Martin County with diagnosed disabilities, parental choice and the recommendation by the Local Education Agency of the most appropriate placement of children according to their Individual Education Plans (IEP's).

Persons Responsible: FCSM, Data Entry, FSWs, MHDM

Time Line: January-December

4. Children that are Homeless according to the McKinney-Vento Act are automatically enrolled into the next available slot. This decision is made after a meeting with the parent, FSW, and a member of the management team meets that gathers information from the family to decide whether the family is Homeless. This will be done on a case by case basis.

5. The Selection Criteria is presented to the Management Team for their input.

Person Responsible: FCSM

Time Frame: October-December

6. The Selection Criteria is presented to the Policy Council for their input and final approval.

Persons Responsible: FCSM and PC.

Time Frame: October-December

7. All children who apply for the program will be assigned points according to the Selection Criteria and ranked from the highest to lowest total points. Those with the highest points and income eligible are considered to be the most needy.

Persons Responsible: FCSM, FSWs and Data Entry

Time Frame: February – May

8. Children with high risk factors, but over-income will be considered for enrollment when possible and circumstances merit.

Persons Responsible: FCSM, FSWs and Data Entry

Time Frame: February – May

9. After the funded enrollment is met, the program will develop and maintain a waiting list that ranks children according to the program's selection criteria to assure that eligible children enter the program as vacancies occur.

Persons Responsible: FCSM and Data Entry

Time Frame: On going

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA 5		Page #1 of 2
Revision/Review Date: 11-2-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.5	

SUBJECT: Enrollment Process

POLICY: The program will solicit Head Start applications from enough families in Martin County to assure that needy families are aware of the services and that the number of applications exceeds the number of enrollment opportunities.

PROCEDURE:

1. Head Start application is revised each year to assure it contains information needed for the Selection Criteria.

Persons responsible: FCSM and Management Team
Time Frame: December

2. The program will canvass the community to inform them of enrollment opportunities through Public Service Announcements, newspaper advertisements, fliers to elementary schools, collaborations with other agencies, fliers at businesses such as laundry mats and signs posted at the sites.

Persons responsible: FCSM and FSW Staff
Time Frame: November-January

3. Newly recruited families complete Phase I of the application process by setting up an appointment with the FSW at the site of their choice during open registration. This phase will include the application, proof of residency, proof of income, and proof of age. An application will not be considered without these documents. (Applications are also accepted at any of the Head Start sites.) Families are assisted with completing the application as needed.

Persons responsible: FSW's and properly trained staff
Time Frame: January through April

4. Returning 4 yr. olds and those on the waiting list are asked to meet with their FSW to complete a new application and provide any updated residency and/or health information.
NOTE: They are not required to submit an updated proof of income.

Persons responsible: FSWs
Time Frame: March through January

5. Applications are reviewed for basic eligibility criteria such as income, age, residency, and disability, if applicable.

Persons responsible: FSWs and Management Team

Time Frame: February through May

6. Families are notified of their eligibility status by mail.

Persons responsible: FSWs and FCSM

Time Frame: April – July

7. Families who are found eligible for the program are ranked according to the Selection Process.

Persons responsible: FSWs and FCSM

Time Frame: March through May

8. Families who are selected to participate are notified by letter and asked to schedule an appointment to complete Phase II paperwork. Families not selected are also notified by letter and are placed on a waiting list. Whenever possible, families are provided information about other pre-school programs in the area including the Voluntary Pre-K Program.

Persons responsible: FSWs and FCSM

Time Frame: April-July

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA 6		Page #1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.7	

SUBJECT: New Enrollments

PERFORMANCE OBJECTIVE: Establish a procedure to assure a smooth transition when a new student arrives and facilitate effective communication among all involved staff. Ensure that the funded enrollment is maintained throughout the school year and that any vacancy will be filled within 30 calendar days.

**An exception to this rule may apply to children staffed into Head Start by the LEA.*

PROCEDURE:

Utilizing the Galileo database, the program will maintain a waiting list of children who have applied for the Head Start Program, ranking them by needs established in the Selection Criteria.

1. A waiting list is maintained that ranks children according to the program's selection criteria with preference given to children with disabilities. Once total enrollment is achieved, vacancies are filled within 30 days.
2. When a family notifies a staff member that their child will withdraw from the program, staff member will notify the FCSM immediately by e-mail template with the following information. The Classroom Manager or Family Service Worker will mark the file W/D, break down the cum folder and forward to the data entry staff member.
3. Within 30 days of the vacancy, the FCSM will print an up-to-date waiting list by site. The next child on the waiting list for the site with the vacancy will be selected.
4. At least 4 school days before the targeted start date, the FCSM will e-mail all management staff, data entry, food service, appropriate FSW's and the receiving teacher. FSW will offer the vacancy to the selected family. If family is still interested, FSW will assure all shots and physicals are still up to date and Phase II is completed by the start date.
5. FSW will offer the vacancy to the selected family. If the family is still interested, Phase II is completed by the start date. Family cannot have child enrolled until all paperwork is completed by the start date. Once Phase II paperwork is completed child is considered enrolled/enrollment date.

6. FSW will give appropriate copies of Phase II paperwork to HSM along with a copy of the shot record and physical.
7. HSM will copy the shot record and physical for Data Entry.
8. Teacher will copy necessary documents for the classroom file.
9. In order to comply with the requirements of TERMS, the entry date must reflect the first day the child attends school.

Persons responsible: FSW's, CS, HSM and FCSM

Time Frame: Year-round

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA 7		Page #1 of 2
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.8	

SUBJECT: Attendance.

POLICY: The program regularly monitors attendance, absenteeism and obsessive tardiness of all students.

PROCEDURE:

1. Head Start Classroom Staff take a daily attendance of each student and is required to input daily attendance.

Person (s) Responsible: CS.

Data Entry collects information from computer reporting system and inputs into State Reporting System once a week.

Person (s) Responsible: Data Processor

2. If the absences are a result of illness or other justifiable and documented reason, no action is required. If, however, the absences result from other factors, including temporary family problems that affect a child's regular attendance, the program initiates appropriate family support.

Person (s) Responsible: CS, FSW, HSM, and FCSM

3. If a child has been absent for two consecutive days without communication from the family, then the classroom staff will do the following*:

a) Try to reach the family via telephone and document reasons for absences.

b) If classroom staff is unable to reach the family and the student is absent for a third consecutive day, a home visit should be conducted with the Family Service Worker.

*Contacts with the family emphasize the benefits of regular attendance, while at the same time remaining sensitive to any special family circumstances influencing attendance patterns.

All contacts with the child's family, as well as special family support service activities, provided by program staff are documented in the child's permanent folder.

4. a) In cases when a child is absent more than 9 days in one semester or is tardy more than 4 times in a 9 week period, the Teacher will send an e-mail or In-House referral to the FCSM that explains the concern and specifies the child's name, parent(s) name(s) and mailing address.

Person Responsible: CS

- b) If a child continues to be absent and has missed more than 10 days throughout the year FCSM will set up a meeting with parent. Staff will determine how they can support the family and the reasons for absenteeism. At this time FCSM will go over the attendance policy. This will be documented in the permanent file.

5. FCSM mails a letter to the parent(s) that explains the importance of regular and punctual school attendance.

Person Responsible: FCSM

6. In circumstances where chronic absenteeism or tardiness persists and it does not seem feasible to include the child in either the same or a different program option, the child's slot may be considered an enrollment vacancy.

Persons responsible: FCSM, HSM, ESM, CS and FSW

Time Frame: August - May

HEAD START POLICIES AND PROCEDURES
ELIGIBILITY, RECRUITMENT, SELECTION, ENROLLMENT, ATTENDANCE

Policy Number: ERSEA 8		Page #1
Revision/Review Date: 8-9-12	Head Start Director Approval Date: 11/5/12	Notes:
Policy Council Approval Date: 11/16/12	School Board Approval Date: 12/18/12	
	Relates to CFR #: 1305.9	

SUBJECT: Policy on fees.

POLICY: The MSDHS Program does not charge any fees to families for participation in its program. Under no circumstances does the program solicit, encourage, or in any other way condition a child's enrollment or participation in the program upon the payment of a fee.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **14.08**

1. **AGENDA ITEM:** Approval of a Resolution by the School Board to Authorize the Execution of Future Amendments by the Superintendent and/or Designee for the 457(b) Deferred Compensation Plan for Governmental Employees as required by the Internal Revenue Service.

X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** This amendment would authorize the Superintendent and/or Designee to act on the Board's behalf with respect to plan updates required to maintain IRS compliance for the 457(b) Plan, and to take any and all actions necessary or desired to amend, implement, maintain and administer the Plan set forth above in accordance with the Board's intentions, and all applicable state and federal laws.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? YES X NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Collette Gotte
Type or Print Name

Collette Gotte
Signature

Executive Director: Steve Well
Type or Print Name

Steve Well
Signature

Asst. Superintendent: Hank Salzler
Type or Print Name

Hank Salzler
Signature

Finance Review: Bryan Thabit
Required if Financial Type or Print Name
Impact

Signature

Legal Review: Robert Kilbride
Required for Contracts Type or Print Name

Robert Kilbride 12/3/12
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** X YES NO

BEFORE THE SCHOOL OF MARTIN COUNTY, FLORIDA

RESOLUTION NUMBER 2012/2013-01/RM

RESOLUTION BY THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

**TO AUTHORIZE EXECUTION OF FUTURE AMENDMENTS BY THE SUPERINTENDENT AND/OR
DESIGNEE FOR THE 457 (b) DEFERRED COMPENSATION PLAN FOR GOVERNMENTAL
EMPLOYERS**

In response to IRS regulations requiring a written documentation of the 457(b) DEFERRED COMPENSATION PLAN FOR GOVERNMENTAL EMPLOYERS, Martin County School District (the "District") having previously adopted the plan document effective January 1, 1998, consisting of the 457(b) Deferred Compensation Plan For Governmental Employers and the Adoption Agreement For 457(b) Deferred Compensation Plan For Governmental Employers (both of which are referred to hereinafter as the "Plan Document"), a copy of which is attached to this Resolution. The Plan Document is based on model language released by the IRS for such purpose.

RESOLVED, that the Board has adopted the Plan Document which will, at all times, conform to the requirements of Section 457(b) of the Internal Revenue Code and applicable regulations.

FURTHER RESOLVED that it is the intention of the Board that the 457(b) Plan will conform with all federal and state statutory and regulatory requirements applicable to 457(b) plans, except that the plan set forth above shall not be subject to the requirements of Title I of ERISA because the employer is exempted from such requirements.

FURTHER RESOLVED that the Board authorizes the Superintendent and/or Designee to act on the Board's behalf with respect to this plan, and to take any and all actions necessary or desirable to amend, implement, maintain and administer the Plan set forth above in accordance with the Board's intentions, and all applicable state and federal laws.

DULY PASSED AND ADOPTED at public meeting this 18th day of December, 2012.

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

By: _____

Maura Barry-Sorenson, Chairman

Attest: _____

Laurie J. Gaylord, Superintendent and
Secretary of the School Board

Filed with the clerk of the School Board
this _____ day of December, 2012.

Clerk of the School Board of Martin County



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 14.09

1. AGENDA ITEM:

X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION:

Resolution on Sequestration - The Budget Act of 2011 includes a provision, known as sequestration, that would impose a \$1.2 trillion across-the-board cut to almost all federal programs, including a cut of more than \$4 billion to federal education appropriations effective January 2, 2012 and would begin to impact school districts the 2013-14 school year.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [] YES [X] NO
Is funding provided in approved budget? [] YES [X] NO
What additional funding is required? Indicate Amount \$
Source:

4. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

5. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Type or Print Name Signature

Director/Principal: Type or Print Name Signature

Exec. Director or Asst. Superintendent: Henry A. Salzler Type or Print Name Signature

Finance Review: Type or Print Name Signature

Legal Review: [] REQUIRED [] NOT REQUIRED Signature

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 12/05/12



MARTIN COUNTY SCHOOL DISTRICT

RESOLUTION ON SEQUESTRATION

WHEREAS, a world class public education is essential for the future success of our nation and today's schoolchildren; and

WHEREAS, the Budget Control Act of 2011 includes a provision, known as sequestration, that would impose a \$1.2 trillion across-the-board cut to almost all federal programs, including a cut of more than \$4 billion to federal education appropriations; and

WHEREAS, these across-the-board cuts would become effective January 2, 2013 and would begin to impact school districts during the 2013-14 school year; and

WHEREAS, Martin County Schools will lose an estimated \$.98 million annually through 2021; and

WHEREAS, Martin County's reduction in funding equates to over 20 jobs being eliminated, forcing lower levels of educational services for children with disabilities, children from low-income families, and children who are English language learners, as well as Career Technical Education and professional development that enhances quality teaching; and

WHEREAS, state base allocation funding for K-12 programs in Martin County Schools has already declined from \$3,624 per student in 2011 to \$3,479 per student in 2012 equaling a four percent reduction in revenues; and

WHEREAS, Martin County is still struggling economically with very limited capacity to absorb further budget cuts from sequestration;

NOW, THEREFORE, BE IT RESOLVED, THAT THE School Board of Martin County urges congress and the Administration to amend the Budget control Act to mitigate the drastic cuts to education as an investment critical to economic stability and growth in Martin County.

Approved on December 18, 2012 by the School Board of Martin County.

Sign: _____
School Board Chairman

Sign: _____
Superintendent



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 14.10*

1. **AGENDA ITEM:** Approve updates to Student Progression Plan for 2012/2013 school year.
X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Incorporate legislative/Department of Education changes to student progression plan. Staff recommends approval.

3. **FINANCIAL IMPACT:**
Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$ _____
Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:	<u>Dr. Lori Romano</u> Type or Print Name	<u>Lori Romano</u> Signature
Director/Principal:	<u>Dr. Lori Romano</u> Type or Print Name	<u>Lori Romano</u> Signature
Exec. Director or Asst. Superintendent:	<u>Hank Salzler</u> Type or Print Name	<u>Hank Salzler</u> Signature
Finance Review:	<u>Bryan Thabit</u> Type or Print Name	<u>N/A</u> Signature
Legal Review:	<input type="checkbox"/> REQUIRED <input checked="" type="checkbox"/> NOT REQUIRED	<u>N/A</u> Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



School Board of Martin County
Agenda Item Request Form
Board Meeting: November 20, 2012

Agenda Item # 14.11

1. AGENDA ITEM: Flexibility with Class Size Maximums
2. BACKGROUND INFO./STAFF RECOMMENDATION: Florida Statute 1003.03 authorizes flexibility for students enrolling after the October membership survey for class size maximums.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? Is funding provided in approved budget? What additional funding is required? Indicate Amount: Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Director/Principal: Exec. Director or Asst. Superintendent: Hank Salzler Finance Review: Bryan Thabit Legal Review: X NOT REQUIRED

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

DATE: November 30, 2012

TO: Laurie Gaylord, Superintendent

FROM: Hank Salzler, Assistant Superintendent

RE: Class Size Amendment

Florida Statute 1003.03 (2)(b)1-3 authorizes flexibility to the Class Size Amendment for students enrolling after the October Survey. I am requesting that the Martin County School Board permit classes to exceed the proscribed limit based on the conditions and allowances cited in the statute (see attached).

The plan to be in compliance by the next October is as follows:

- 1) Allocations will be developed and reviewed once the schools have completed the scheduling process in the spring and summer.
- 2) Additional personnel will be provided for those classes that may be out of compliance prior to the October Survey 2 deadline.
- 3) Implementation options (A-L), as proscribed in the statute, will be utilized where applicable.

Attachments

The Florida Senate

2012 Florida Statutes

<u>TITLE XLVIII</u> K-20 EDUCATION CODE	<u>CHAPTER 1003</u> PUBLIC K-12 EDUCATION	<u>VIEW ENTIRE CHAPTER</u>
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1003.03 Maximum class size.—

(1) CLASS SIZE MAXIMUMS.—Each year, on or before the October student membership survey, the following class size maximums shall be satisfied:

(a) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for prekindergarten through grade 3 may not exceed 18 students.

(b) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 4 through 8 may not exceed 22 students. The maximum number of students assigned to a core-curricula high school course in which a student in grades 4 through 8 is enrolled shall be governed by the requirements in paragraph (c).

(c) The maximum number of students assigned to each teacher who is teaching core-curricula courses in public school classrooms for grades 9 through 12 may not exceed 25 students.

These maximums shall be maintained after the October student membership survey, except as provided in paragraph (2)(b) or due to an extreme emergency beyond the control of the district school board.

(2) IMPLEMENTATION.—

(a) The Department of Education shall annually calculate class size measures described in subsection (1) based upon the October student membership survey.

(b) A student who enrolls in a school after the October student membership survey may be assigned to an existing class that temporarily exceeds the maximum number of students in subsection (1) if the district school board determines it to be impractical, educationally unsound, or disruptive to student learning to not assign the student to the class. If the district school board makes this determination:

1. Up to three students may be assigned to a teacher in kindergarten through grade 3 above the maximum as provided in paragraph (1)(a);
2. Up to five students may be assigned to a teacher in grades 4 through 12 above the maximum as provided in paragraphs (1)(b) and (c), respectively; and
3. The district school board shall develop a plan that provides that the school will be in full compliance with the maximum class size in subsection (1) by the next October student membership survey.

(3) IMPLEMENTATION OPTIONS.—District school boards must consider, but are not limited to, implementing the following items in order to meet the constitutional class size maximums described in subsection (1):

(a) Adopt policies to encourage qualified students to take dual enrollment courses.

(b) Adopt policies to encourage students to take courses from the Florida Virtual School and other virtual instruction options under s. 1002.45.

(c)1. Repeal district school board policies that require students to have more than 24 credits to graduate from high school.

2. Adopt policies to allow students to graduate from high school as soon as they pass the grade 10 FCAT and complete the courses required for high school graduation.

(d) Use methods to maximize use of instructional staff, such as changing required teaching loads and scheduling of planning periods, deploying district employees that have professional certification to the classroom, using adjunct educators, or any other method not prohibited by law.

(e) Use innovative methods to reduce the cost of school construction by using prototype school designs, using SMART Schools designs, participating in the School Infrastructure Thrift Program, or any other method not prohibited by law.

(f) Use joint-use facilities through partnerships with Florida College System institutions, state universities, and private colleges and universities. Joint-use facilities available for use as K-12 classrooms that do not meet the K-12 State Regulations for Educational Facilities in the Florida Building Code may be used at the discretion of the district school board provided that such facilities meet all other health, life, safety, and fire codes.

(g) Adopt alternative methods of class scheduling, such as block scheduling.

(h) Redraw school attendance zones to maximize use of facilities while minimizing the additional use of transportation.

(i) Operate schools beyond the normal operating hours to provide classes in the evening or operate more than one session of school during the day.

(j) Use year-round schools and other nontraditional calendars that do not adversely impact annual assessment of student achievement.

(k) Review and consider amending any collective bargaining contracts that hinder the implementation of class size reduction.

(l) Use any other approach not prohibited by law.

¹(4) ACCOUNTABILITY.—

(a) If the department determines that the number of students assigned to any individual class exceeds the class size maximum, as required in subsection (1), based upon the October student membership survey, the department shall:

1. Identify, for each grade group, the number of classes in which the number of students exceeds the maximum and the total number of students which exceeds the maximum for all classes.

2. Determine the number of FTE students which exceeds the maximum for each grade group.

3. Multiply the total number of FTE students which exceeds the maximum for each grade group by the district's FTE dollar amount of the class size

categorical allocation for that year and calculate the total for all three grade groups.

²4. Multiply the total number of FTE students which exceeds the maximum for all classes by an amount equal to 50 percent of the base student allocation adjusted by the district cost differential for each of the 2010-2011 through 2013-2014 fiscal years and by an amount equal to the base student allocation adjusted by the district cost differential in the 2014-2015 fiscal year and thereafter.

5. Reduce the district's class size categorical allocation by an amount equal to the sum of the calculations in subparagraphs 3. and 4.

(b) The amount of funds reduced shall be the lesser of the amount calculated in paragraph (a) or the undistributed balance of the district's class size categorical allocation. The Florida Education Finance Program Appropriation Allocation Conference shall verify the department's calculation in paragraph (a). The commissioner may withhold distribution of the class size categorical allocation to the extent necessary to comply with paragraph (a).

(c) In lieu of the reduction calculation in paragraph (a), if the Commissioner of Education has evidence that a district was unable to meet the class size requirements despite appropriate efforts to do so or because of an extreme emergency, the commissioner may recommend by February 15, subject to approval of the Legislative Budget Commission, the reduction of an alternate amount of funds from the district's class size categorical allocation.

(d) Upon approval of the reduction calculation in paragraphs (a)-(c), the commissioner must prepare a reallocation of the funds made available for the districts that have fully met the class size requirements. The funds shall be reallocated by calculating an amount of up to 5 percent of the base student allocation multiplied by the total district FTE students. The reallocation total may not exceed 25 percent of the total funds reduced.

(e) Each district that has not complied with the requirements in subsection (1) shall submit to the commissioner by February 1 a plan certified by the district school board that describes the specific actions the district will take in order to fully comply with the requirements in subsection (1) by October of the following school year. If a district submits the certified plan by the required deadline, the funds remaining after the reallocation calculation in paragraph (d) shall be added back to the district's class size categorical allocation based on each qualifying district's proportion of the total reduction for all qualifying districts for which a reduction was calculated in paragraphs (a)-(c). However, no district shall have an amount added back that is greater than the amount that was reduced.

(f) The department shall adjust school district class size reduction categorical allocation distributions based on the calculations in paragraphs (a)-(e).

(5) TEAM-TEACHING STRATEGIES. —

(a) School districts may use teaching strategies that include the assignment of more than one teacher to a classroom of students and that were implemented before July 1, 2005. Effective July 1, 2005, school districts may

implement additional teaching strategies that include the assignment of more than one teacher to a classroom of students for the following purposes only:

1. Pairing teachers for the purpose of staff development.
2. Pairing new teachers with veteran teachers.
3. Reducing turnover among new teachers.
4. Pairing teachers who are teaching out-of-field with teachers who are in-field.
5. Providing for more flexibility and innovation in the classroom.
6. Improving learning opportunities for students, including students who have disabilities.

(b) Teaching strategies, including team teaching, co-teaching, or inclusion teaching, implemented on or after July 1, 2005, pursuant to paragraph (a) may be implemented subject to the following restrictions:

1. Reasonable limits shall be placed on the number of students in a classroom so that classrooms are not overcrowded. Teacher-to-student ratios within a curriculum area or grade level must not exceed constitutional limits.
2. At least one member of the team must have at least 3 years of teaching experience.
3. At least one member of the team must be teaching in-field.
4. The teachers must be trained in team-teaching methods within 1 year after assignment.

(c) As used in this subsection, the term:

1. "Team teaching" or "co-teaching" means two or more teachers are assigned to a group of students and each teacher is responsible for all of the students during the entire class period. In order to be considered team teaching or co-teaching, each teacher is responsible for planning, delivering, and evaluating instruction for all students in the class or subject for the entire class period.
2. "Inclusion teaching" means two or more teachers are assigned to a group of students, but one of the teachers is responsible for only one student or a small group of students in the classroom.

The use of strategies implemented as outlined in this subsection meets the letter and intent of the Florida Constitution and the Florida Statutes which relate to implementing class size reduction, and this subsection applies retroactively. A school district may not be penalized financially or otherwise as a result of the use of any legal strategy, including, but not limited to, those set forth in subsection (3) and this subsection.

(6) COURSES FOR COMPLIANCE.—Consistent with the provisions in ss. 1003.01(14) and 1003.428, the Department of Education shall identify from the Course Code Directory the core-curricula courses for the purpose of satisfying the maximum class size requirement in this section. The department may adopt rules to implement this subsection, if necessary.

History.—s. 113, ch. 2002-387; s. 2, ch. 2003-391; s. 59, ch. 2005-152; s. 16, ch. 2006-74; s. 2, ch. 2007-59; s. 7, ch. 2007-98; s. 1, ch. 2007-328; s. 5, ch. 2008-142; s.

9, ch. 2009-3; s. 14, ch. 2009-59; ss. 11, 12, ch. 2010-154; s. 31, ch. 2011-5; s. 15, ch. 2011-55; s. 13, ch. 2011-137; s. 11, ch. 2012-133.

¹Note.— Section 23, ch. 2012-133, provides that “[n]otwithstanding the required review by the Legislative Budget Commission pursuant to s. 1003.03(4)(c), Florida Statutes, and s. 41 of chapter 2011-55, Laws of Florida, for the 2011-2012 fiscal year, the alternate compliance calculation amounts to the class size operating categorical fund authorized by s. 1003.03(4)(c), Florida Statutes, shall be the reduction calculation required by s. 1003.03(4), Florida Statutes. The Commissioner of Education shall modify payments to districts as required by s. 1003.03(4), Florida Statutes, for the 2011-2012 fiscal year. This section shall take effect upon this act becoming a law.”

²Note.— Section 22, ch. 2012-133, provides that “[n]otwithstanding the amendments made by this act to s. 1003.03(4)(a)4., Florida Statutes, for the 2011-2012 fiscal year, the calculation required by that subparagraph shall be an amount equal to 50 percent of the base student allocation adjusted by the district cost differential. This section shall take effect upon this act becoming a law.”

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School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.01

1. AGENDA ITEM: Request Board's Approval to Piggyback:

X appropriate box(s): [X] New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION:

Staff recommends approval to piggyback Palm Beach County School's Bid # 10C-54B for Playground Equipment, Surfacing, Shade Structures and Fitness Trails

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? [X] YES [] NO

Is funding provided in approved budget? [X] YES [] NO

What additional funding is required? Indicate Amount \$

Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor:

Type or Print Name

Signature

Director/Principal:

Jeff Carver, Director of Purchasing

Type or Print Name

Signature

Exec. Director or

Asst. Superintendent: Steve Weil, Ex. Director of Operations

Type or Print Name

Signature

Finance Review:

Bryan Thabit, Ex. Director of Finance

Required if Financial Impact

Signature: Wilene Di Bartolomeo for Bryan Thabit

Legal Review:

Required for Contracts

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A.

Form Revised 12-1-10

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

2845 SE Dixie Highway, Stuart, Florida 34997-5037, Telephone: (772) 219-1255 Ext: 201 Fax: (772) 219-1267



Office Of: Jeff Carver, Director of Purchasing

Memorandum

TO: Martin County School Board Members
FROM: Jeff Carver, Director of Purchasing
DATE: December 18, 2012
SUBJECT: Request approval to **Piggyback Palm Beach County Schools Bid # 10C-54B for Playground Equipment, Surfacing, Shade Structures and Fitness Trails from 12/18/12 through 5/2/15**

ORIGINAL CONTRACT

PERIOD: 5/3/10 through 5/2/15 If needed, the contract will be extended ninety (90) days beyond the contract expiration date.

BUDGET REFERENCE: District Wide Maintenance Budget

ESTIMATED

EXPENDITURE: \$50,000.00 Annually Staff will verify availability of budgeted funds prior to placing purchase orders.

SCOPE OF SERVICES: The purpose and intent of this bid is to secure firm discounts and establish a **Term Contract to Furnish & Install Playground Equipment, Surfacing & Shade Structures, Outdoor Fitness Equipment & Fitness Trails.** Installation, site preparation, dig-out and excavation, sand, concrete for the pads and sidewalks, surfacing for ADA accessibility and the installation of the surfacing. The equipment is bid at a firm percentage discount off list price plus freight and installation. Surfacing, installation and all site prep are bid at a firm rate per square foot. The bid establishes a pool of pre-qualified vendors to furnish and install shade structures and fitness trails as requested. The project coordinator for the school site manages each project. All equipment and surfacing are approved by Risk Management.

RECOMMENDATION: Accept The School Board of Palm Beach County's recommendation to award all responsive and responsible bidders at the same Terms and Conditions of the bid.

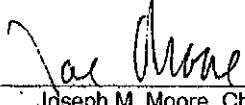
Attachments: PBCS Award/Recommendation/Tabulation

c: Steve Weil, Ex. Director of Operations
Jay Angel, Director of Facilities
Thomas Kenny, Maintenance Manager

Laurie J. Gaylord, Superintendent

School Board Members: Maura Barry-Sorenson • Michael J. Busha • Michael DeTerlizzi • Rebecca Negron • Marsha Powers

"An Equal Opportunity Agency"


 Date: 5/4/10
 Joseph M. Moore, Chief Operating Officer
 Award approved per School Board Policy 6.14

**INVITATION TO BID NO.: 10C-54B – TERM CONTRACT FOR PLAYGROUND EQUIPMENT,
SURFACING, SHADE STRUCTURES & FITNESS TRAILS - REVISED**

DATE: April 21, 2010
DATE SOLICITED: March 17, 2010

DATE OPENED: April 7, 2010
DATE POSTED: April 22, 2010

CONTRACT PERIOD: May 3, 2010 through May 2, 2015
REQUESTING DEPARTMENT: Various Schools & Departments

FINANCIAL IMPACT

The estimated annual financial impact to the District budget is \$5,000,000. The source of funds is the various schools and departments budgets.

Items to be purchased include playground equipment, outdoor fitness equipment, shade structures, fitness trails, installation, site preparation, dig-out and excavation, sand, concrete for the pads and sidewalks, surfacing for ADA accessibility and the installation of the surfacing. The equipment is bid at a firm percentage discount off list price plus freight and installation. Surfacing, surfacing installation and all site prep is bid at a firm rate per square foot. The bid establishes a pool of pre-qualified vendors to furnish and install shade structures and fitness trails as requested. The project coordinator for the school site manages each project. All equipment and surfacing are approved by Risk Management.

AWARD RECOMMENDATION / TABULATION

VENDOR	MINORITY STATUS	ITEM 1	ITEM 2	ITEM 3	ITEM 4
(Ace Surfaces)		---	---	---	---
American Recreational Solutions, Inc.	---	<u>9%</u>	<u>5%</u>	<u>Various</u>	N/A
Apollo Sunguard Systems	8	<u>5%</u>	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	---	<u>12.5%</u>	<u>35%</u>	<u>Various</u>	N/A
Christensen Systems	---	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	---	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	---	No Bid	<u>25%</u>	No Bid	No Bid
Gametime	---	<u>15% - \$15,00 & up</u> <u>10% \$14,999 & less</u>	<u>25%</u>	<u>Various</u>	N/A
Lanier Plans, Inc. dba Korkat, Inc.	---	<u>10% Playland</u>	<u>28%</u>	<u>Various</u>	N/A

		<u>5% H2O</u>			
Leadex Corporation	---	<u>4% Playcraft</u> <u>2% Sportsplay</u> <u>(1% Landscape)</u>	<u>34%</u>	<u>Various</u>	N/A
Miracle Recreation Equipment Company	---	<u>20%</u>	<u>40%</u>	<u>Various</u>	<u>\$2.00 per sq ft</u>
No Fault Sport Group, LLC	---	No Bid	No Bid	<u>Various</u>	N/A
Play It Safe	6	<u>10% Union Land</u> <u>8% Exccent Play</u> <u>8% Sports Play</u>	<u>29%</u>	<u>Various</u>	N/A
Playmore West, Inc.	---	<u>10% \$10,000 & up</u> <u>2% less than \$10,000</u>	<u>35%</u>	<u>Various</u>	N/A
PlayPower LT Farmington, Inc.	---	<u>10%</u>	No Bid	<u>Various</u>	N/A
RCP Shelters, Inc.	---	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	---	No Bid	<u>28%</u>	<u>Various</u>	N/A
Rep Services, Inc.	---	<u>3%</u>	<u>36%</u>	<u>Various</u>	N/A
Shade Systems, Inc.	---	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	6	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	---	No Bid	<u>Various</u>	<u>Various</u>	N/A
Spectra Contract Flooring	---	(10%)	(5%)	<u>\$10.99 per sq ft - turf & \$9.99 per sq ft - PIP</u>	N/A
Sports Systems International, Inc.	---	<u>5%</u>	<u>75%</u>	<u>Various</u>	N/A
Sun Shade, Inc.	---	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	---	<u>5% Superior Park Systems & Recreation Creations</u>	<u>75%</u>	<u>Various</u>	N/A
Taylor Supply LLC	---	<u>7% Childforms</u>	No Bid	No Bid	No Bid

		<u>& Blue Valley Industries</u>			
TofTurf by Roberson Industries, Inc.	---	No Bid	No Bid	<u>Various</u>	N/A
West Construction, Inc.	---	<u>5%</u>	<u>25%</u>	<u>Various</u>	N/A

<u>VENDOR</u>	<u>ITEM 5</u>	<u>ITEM 6</u>	<u>ITEM 7</u>	<u>ITEM 8</u>	<u>ITEM 9</u>
(Ace Surfaces)	---	---	---	---	---
American Recreational Solutions, Inc.	No	No Bid	No Bid	<u>\$1.50 per sq ft</u>	No Bid
Apollo Sunguard Systems	No	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>Yes</u>	<u>7%</u>	<u>35%</u>	<u>\$1.75 per sq ft</u>	<u>\$55.00 per cubic yard</u>
Christensen Systems	No	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	No	No Bid	<u>25%</u>	<u>\$1.50 per sq ft</u>	<u>\$30.00 per cubic yard</u>
Gametime	<u>Yes</u>	<u>15% - \$15,00 & up</u> <u>10% - \$14,999 & less</u>	<u>25%</u>	<u>\$1.25 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	No	<u>10%</u>	<u>10%</u>	<u>\$1.73 per sq ft</u>	No Bid
Leadex Corporation	<u>Yes</u>	<u>2% Playcraft</u> <u>1% Sportsplay</u> <u>(1% Landscape Structures)</u>	<u>40%</u>	<u>\$1.38 per sq ft</u>	<u>\$45.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>Yes</u>	<u>10%</u>	<u>40%</u>	<u>\$1.50 per sq ft</u>	<u>\$75.00 per cubic yard</u>
No Fault Sport Group, LLC	No	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>Yes</u>	<u>10%</u>	<u>27%</u>	<u>\$1.60 per sq ft</u>	<u>\$62.00 per cubic yard</u>
Playmore West, Inc.	<u>Yes</u>	<u>10%</u> <u>\$10,000 &</u>	<u>35%</u>	<u>\$2.50 per sq ft</u>	<u>\$65.00 per cubic yard</u>

		<u>up 2% less than \$10,000</u>			
PlayPower LT Farmington, Inc.	No	<u>10%</u>	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>Yes</u>	No Bid	<u>28%</u>	<u>\$2.00 per sq ft</u>	<u>\$40.00 per cubic yard</u>
Rep Services, Inc.	<u>Yes</u>	<u>3%</u>	<u>36%</u>	<u>\$2.50 per sq ft</u>	<u>\$50.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	No	No Bid	<u>35%</u>	<u>\$2.25 per sq ft</u>	No Bid
Spectra Contract Flooring	No	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	No	<u>5%</u>	<u>75%</u>	<u>\$.95 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>Yes</u>	<u>5% Superior Park Systems & Recreation Creations</u>	<u>75%</u>	<u>\$1.05 per sq ft</u>	<u>30.00 per cubic yard</u>
Taylor Supply LLC	No Bid	<u>7%</u>	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	No	<u>5%</u>	<u>25%</u>	<u>\$1.75 per sq ft</u>	<u>\$33.00 per cubic yard</u>

<u>VENDOR</u>	<u>ITEM 10</u>	<u>ITEM 11</u>	<u>ITEM 12</u>	<u>ITEM 13</u>	<u>ITEM 14</u>
(Ace Surfaces)	---	---	---	---	---

American Recreational Solutions, Inc.	<u>\$21.00 per linear ft</u>	<u>\$12.50 per linear ft</u>	<u>\$6.50 per sq ft</u>	No Bid	<u>\$90.00 per cubic yard</u>
Apollo Sunguard Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>\$20.00 per linear ft</u>	<u>\$19.50 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$23.00 per cubic yard</u>
Christensen Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No Bid	No Bid	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	<u>\$15.00 per linear ft</u>	<u>\$9.00 per linear ft</u>	<u>\$4.00 per sq ft</u>	<u>\$75.00 per linear ft</u>	<u>\$15.00 per cubic yard</u>
Gametime	<u>\$1.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$85.00 per linear ft</u>	<u>\$75.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$4.60 per linear ft</u>	<u>\$15.60 per linear ft</u>	<u>\$4.36 per sq ft</u>	No Bid	<u>\$16.10 per cubic yard</u>
Leadex Corporation	<u>\$16.80 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$65.00 per linear ft</u>	<u>\$30.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>\$13.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$7.00 per sq ft</u>	No Bid	<u>\$40.00 per cubic yard</u>
No Fault Sport Group, LLC	No Bid	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>\$24/6" wide & \$10/4" wide per linear ft</u>	<u>\$16.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$39.00 per cubic yard</u>
Playmore West, Inc.	<u>\$20.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$100 per linear ft</u>	<u>\$65.00 per cubic yard</u>
PlayPower LT Farmington, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$9.00 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$5.00 per sq ft</u>	<u>\$80.00 per linear ft</u>	<u>\$16.00 per cubic yard</u>
Rep Services, Inc.	<u>\$11.25 per linear ft</u>	<u>\$18.75 per linear ft</u>	<u>\$6.25 per sq ft</u>	<u>\$100.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$22/6" wide & \$15/4" wide</u>	<u>\$40.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$40.00 per linear ft</u>	<u>\$45.00 per cubic yard</u>

	<u>per linear ft</u>				
Spectra Contract Flooring	No Bid	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$25/6" wide & \$13/4" wide per linear ft</u>	<u>\$23.00 per linear ft</u>	<u>\$4.05 per sq ft</u>	<u>\$33.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>\$29/6" wide & \$13.75/4" wide per linear ft</u>	<u>\$27.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$32.00 per linear ft</u>	<u>\$22.00 per cubic yard</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid
ToiTurf by Roberson Industries, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	<u>\$20.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$78.00 per linear ft</u>	<u>\$17.00 per cubic yard</u>

<u>VENDOR</u>	<u>ITEM 15</u>	<u>ITEM 16</u>	<u>ITEM 17</u>	<u>ITEM 18</u>	<u>ITEM 19</u>	<u>Item 20</u>	<u>Item 21</u>
(Ace Surfaces)	---	---	---	---	---	---	---
American Recreational Solutions, Inc.	No Charge	<u>\$900.00</u>	No	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
Apollo Sunguard Systems	No Bid	<u>\$1,800.00</u>	No	<u>Yes</u>	No	No	No
Bliss Products & Services, Inc.	<u>\$250.00</u>	<u>\$1,000.00</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Christensen Systems	No Bid	No Bid	No	No	<u>Yes</u>	No	No
Columbia Cascade Company	No Bid	No Bid	No	No	No	<u>Yes</u>	No
D.W. Recreation Services, Inc.	<u>\$150.00</u>	No Bid	No	No	<u>Yes</u>	No	<u>Yes</u>
Gametime	<u>\$600.00</u>	<u>\$675.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$300.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>

Leadex Corporation	<u>\$450.00</u>	<u>\$900.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Miracle Recreation Equipment Company	No Bid	<u>\$950.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
No Fault Sport Group, LLC	No Bid	No Bid	<u>Yes</u>	No	No	<u>Yes</u>	<u>Yes</u>
Play It Safe	No Bid	<u>\$650.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Playmore West, Inc.	<u>\$1,000.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
PlayPower LT Farmington, Inc.	No Bid	<u>\$550.00</u>	No	<u>Yes</u>	No	No	No
RCP Shelters, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$450.00</u>	<u>\$1,000.00</u>	<u>Yes</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Rep Services, Inc.	<u>\$500.00</u>	<u>\$800.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$200.00</u>	<u>\$750.00</u>	<u>Yes</u>	No	<u>Yes</u>	No	<u>Yes</u>
Spectra Contract Flooring	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$350.00</u>	<u>\$2,500.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No
Sun Shade, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid

Superior Park Systems, Inc.	<u>\$375.00</u>	<u>\$2,895.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	<u>Yes</u>	No	No Bid	No	<u>Yes</u>
West Construction, Inc.	<u>\$300.00</u>	<u>\$800.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No

LEGEND:

 = Award

() = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

EXCEPTIONS:

Ace Surfaces - Reject entire bid. Bidder failed to submit required documents within the time requirements.

~~Leadex Corporation - Items 1 & 6~~ ~~Reject bid for Landscape Structures. Bidder is not authorized to sell and install this manufacturer's products.~~

Spectra Contract Flooring - Reject Items 1 & 2 - Bidder does not sell or install playground equipment.

RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

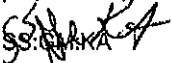
BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.





**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # 17.02

1. AGENDA ITEM: Palm City Elementary School Building 16 Reroofing – Final acceptance and release of final payment to Leeward Roofing.
 X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION: Reroofing of building has been completed. Staff recommends approval of final payment in the amount of \$6,726.40 to Leeward Roofing. STAFF RECOMMENDS APPROVAL.

3. FINANCIAL IMPACT:
 Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount 6,726.40
 Source: 0371, 3201. Payment Retainage
PL 2150

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA [Signature]
 Type or Print Name Signature

Director/Principal: Julian G. (Jay) Angel [Signature]
 Type or Print Name Signature

Exec. Director or
Asst. Superintendent: Steve Weil [Signature]
 Type or Print Name Signature

Finance Review: Bryan Thabit [Signature]
 Type or Print Name Signature

Legal Review: REQUIRED
 NOT REQUIRED _____
 Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

Martin County School District

Monthly Pay Application Cover Sheet

Project: Palm City E.S. Re-Roof, Bldg. 16

Project No.: _____

Company: Leeward Roofing

App. No.: 5

Construction Project Manager: Bob Diedrich

Rec. Date: _____

The following documents are included:

4 copies of Pay Application

Monthly Progress Report (4 hard copies-1 digital copy to office)

- Includes contingency log
- Includes Local Participation

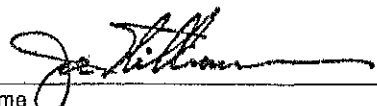
Monthly Job Meeting Minutes (1 hard copy - 1 digital copy sent to office, Project Manager)

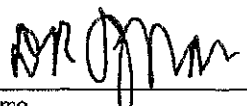
- Includes Sign-in Sheet

Monthly Progress Schedule

Project Close-Out Form—(Final Only)

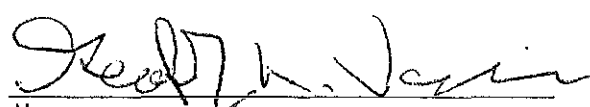
The following have signed and dated below indicating they have reviewed this document:

Architect/Engineer:  12/3/2012
Name Date

Construction Manager:  12/3/2012
Name Date

Project Manager:  12/4/2012
Name Date

Capital Accountant: _____
Name Date

Building Department:  12/4/2012
Name Date

AIA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: MC School District Finance Office 500 E Ocean Blvd Suwanee, FL 31994	PROJECT: Palm City HS Re-Roof Bldg #16 1851 SW 34th Street, Palm City	APPLICATION NO: 5 PERIOD TO: November 29, 2012	Distribution to: OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Leonard Roofing 60K Carnival Terrace Sebastian, FL 32988	VIA: _____ ARCHITECT: ARC Associates, Inc 601 N Fern Creek Ave Suite 100 Orlando, FL 32803	CONTRACT FOR: Palm City Elementary CONTRACT DATE: 03/29/2012 PROJECT NOS: 11049.00	

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in accordance with the Contract, AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$ 131,200.00
2. NET CHANGE BY CHANGE ORDERS	\$ 3,868.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$ 135,068.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ 134,528.00
6. RETAINAGE:	
a. 0% of Completed Work (Columns D - E on G703)	\$ 0.00
b. 0% of Stored Material (Column F on G703)	\$ 0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$ 0.00
6. TOTAL EARNED LESS RETAINAGE	\$ 134,528.00
(Line 4 minus Line 3 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ 127,801.60
8. CURRENT PAYMENT DUE	\$ 6,726.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 minus Line 6)	\$ 2,540.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: _____
By: Ashley Dawn Hammond Date: 11/30/12
State of Florida
County of Indian River
Subscribed and sworn to before me this 30th day of Nov 2012.

Notary Public: Ashley Dawn Hammond
My commission expires 3/19/14

ASHLEY DAWN HAMMOND
MY COMMISSION # DD989671
EXPIRES March 09, 2014
FL001200019153
ashleydawn@verizon.com

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	\$

ARCHITECT'S CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that in the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 6,726.40
Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.

ARCHITECT: _____
By: Ashley Dawn Hammond FI Reg. 07684 Date: 11/30/12

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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RECEIVED
DEC 04 2012
FINANCE

AIA[®] Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: MC School District, Finance Offc 500 E Ocean Blvd Stuart, FL 34994	PROJECT: Palm City ES Re-Roof Bldg#16 1951 SW 34th Street, Palm City	APPLICATION NO: 5 PERIOD TO: November 29, 2012	Distribution to: OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input checked="" type="checkbox"/> FIELD <input type="checkbox"/> OTHER <input type="checkbox"/>
FROM CONTRACTOR: Leeward Roofing 608 Chimney Terrace Sebastian, FL 32958	VIA ARCHITECT: ARC Associates, Inc 601 N Fern Creek Ave Suite 100 Orlando, FL 32803	CONTRACT FOR: Palm City Elementary CONTRACT DATE: 03/28/2012 PROJECT NOS: 11049.00 / /	

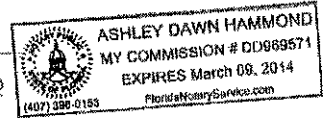
CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. AIA Document G703™, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM	\$	131,200.00
2. NET CHANGE BY CHANGE ORDERS	\$	5,868.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	137,068.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	134,528.00
5. RETAINAGE:		
a. 0% of Completed Work (Columns D - E on G703)	\$	0.00
b. 0% of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b, or Total in Column I of G703)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE	\$	134,528.00 <i>(Line 4 minus Line 5 Total)</i>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	127,801.60 <i>(Line 6 from prior Certificate)</i>
8. CURRENT PAYMENT DUE	\$	6,726.40
9. BALANCE TO FINISH, INCLUDING RETAINAGE <i>(Line 3 minus Line 6)</i>	\$	2,540.00 0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Ashley Dawn Hammond Date: 11-30-12
State of: Florida
County of: Indian River
Subscribed and sworn to before me this 30th day of Nov 2012
Notary Public: Ashley Dawn Hammond
My commission expires: 3/2/14



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 6,726.40
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:
By: Joe Williams FL Reg: 07684 Date: 11/3/2012

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$	\$
Total approved this month	\$	\$
TOTAL	\$	\$
NET CHANGES by Change Order	\$	

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AIA[®] Document G703[™] – 1992
Continuation Sheet

AIA Document G703[™]-1992, Application and Certification for Payment, or G736[™]-2009, Project Application and Project Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5
APPLICATION DATE: November 29, 2012
PERIOD TO: November 29, 2012
ARCHITECT'S PROJECT NO: 11049.00

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D - E)	THIS PERIOD		% (G ÷ C)			
1	Surety bond, insurance certificates	4,016.31	4,016.31	0.00	0.00	4,016.31	100	0.00	0.00
2	Stage Assembly: Materials	9,280.00	9,280.00	0.00	0.00	9,280.00	100	0.00	0.00
3	Stage Assembly: Labor	3,600.00	3,600.00	0.00	0.00	3,600.00	100	0.00	0.00
4	Sheet Metal: Materials	11,734.00	11,734.00	0.00	0.00	11,734.00	100	0.00	0.00
5	Sheet Metal: Labor	18,729.00	18,729.00	0.00	0.00	18,729.00	100	0.00	0.00
6	Carpentry: fabrication Materials	1,068.00	1,068.00	0.00	0.00	1,068.00	100	0.00	0.00
7	Carpentry: fabrication Labor	2,530.00	2,530.00	0.00	0.00	2,530.00	100	0.00	0.00
8	Roof Demolition: Labor	5,520.00	5,520.00	0.00	0.00	5,520.00	100	0.00	0.00
9	Roof Installation: Materials	47,946.00	47,946.00	0.00	0.00	47,946.00	100	0.00	0.00
10	Roof Installation: Labor	24,236.69	24,236.69	0.00	0.00	24,236.69	100	0.00	0.00
11a	Unit Price: 2X6	100.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11b	Unit Price: 2X4	100.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11c	Unit Price: Light Weight Insulation	100.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11d	Unit Price: Metal Decking	200.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11e	Unit Price: Mineral Fiber Board Fas	40.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11f	Unit Price: Soffit Panels	600.00	0.00	0.00	0.00	0.00	0	0.00	0.00
11g	Unit Price: Screws/Plate Add'l fastn	1,400.00	0.00	0.00	0.00	0.00	0	0.00	0.00
CO	Approved Change Order: Fasteners	5,868.00	5,868.00	0.00	0.00	5,868.00	100	0.00	0.00
GRAND TOTAL		137,068.00	134,528.00	0.00	0.00	134,528.00		0.00	0.00

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APPLICATOR'S WARRANTY FOR ROOFING

Whereas Leeward Roofing

Of (Address) 608 Carnival Terrace, Sebastian, FL 32958

Herein called the "Roofing Contractor", has performed roofing, flashing and sheet metal and associated ("work") on the following project

Owner: Martin County School District

Address: 500 E Ocean Blvd, Stuart, FL 34994

Name and Type of Building: Palm City Elementary School Bldg #16

Address: 1951 SW 34th Street, Palm City, FL

Area of Work: _____

Warranty Period: **THREE YEARS** Date of Expiration: 11/15/2015

The Roofing Contractor hereby certifies to the Owner as a "Final Statement of Compliance" that the finished roof membrane (and insulation) system was installed in compliance with the approved contract documents.

AND WHEREAS Roofing Contractor has contracted (either directly with Owner or indirectly as a subcontractor) to warrant said work against leaks, faulty or defective materials, roofing components deemed faulty or in disrepair, and workmanship for designated the Warranty Period.

NOW THEREFORE Roofing Contractor hereby warrants, subject to terms and conditions herein set forth, that during Warranty Period he will at his own cost and expense, make or cause to be made such repairs to or replacements of said work as are necessary to correct faulty and defective work, and as are necessary to maintain said work in watertight condition.

This Warranty is made subject to the following terms and conditions:

1. Specifically excluded from the Warranty are damages to roofing work and other parts of the building, and to building contents, caused by: a) lightning, windstorm; b) fire; c) failure of roofing system substrate or structure (including cracking, settlement, excessive deflection, deterioration, and decomposition). When work has been damage by any of the foregoing causes., Warranty shall be null and void until such damage has been repaired and until cost of repairs has been paid by the Owner or by another responsible party
2. The Roofing Contractor is responsible for damage to work covered by this Warranty, and is not liable for consequential damages to building or building contents, resulting from leaks or faults or defects of work.
3. The Owner shall promptly notify Roofing Contractor of observed, known or suspected leaks, defect, disrepair or deterioration. The Contractor shall guarantee to respond to notifications within **twenty-four (24) hours** and to make all such repairs as deemed

necessary to correct said leaks or defects to a satisfactory condition to the Owner. Repairs shall be made by workman in the current employment of the Contractor. Subcontracting of repair work is not permitted.

APPLICATOR'S WARRANTY - PAGE 2

- 4. The definition of faulty roofing components or roofing in disrepair includes, but is not limited to the following:
 - A. Blisters in roofing.
 - B. Cracks or ridging in roofing membranes.
 - C. Delamination, shears or tears in membrane.
 - D. Defects in the quality of work or materials.
 - E. Leaks of any kind.

- 5. This Warranty is recognized to be the only warranty of the Roofing Contractor on said work, and shall not operate to restrict or cut off Owner from other remedies and resources lawfully available to him in cases of roofing failures. Specifically, this Warranty shall not operate to relieve Roofing Contractor of responsibility for performance of original work in accordance with requirements of the Contract Documents, regardless of whether Contract was a contract directly with Owner or a subcontract with Owner's General Contractor.

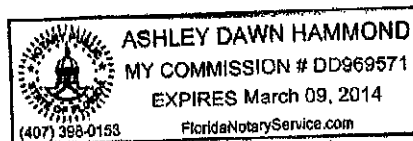
IN WITNESS THEREOF, this instrument has been duly executed this

30 day of November, 2012

Loeword Roofing
Roofing Contractor Firm

[Signature]
Signature of Authorized Person

owner
Title
[Signature]
Witness



(SEAL)



CONSENT OF SURETY

BOND NUMBER: 66131068

PRINCIPAL: Leeward Roofing LLC

OBLIGEE: Martin County School District

PROJECT NAME: Re-Roofing Palm City Elementary School Building #16

CONTRACT DATED: April 17, 2012

The Auto-Owners Insurance Company, hereby consents to:
Final Payment

Nothing herein contained shall be held to vary, waive, alter or extend any of the terms, conditions, agreements, or warranties of the above-mentioned bond or contract.

Signed and dated on
11/13/12

Auto-Owners Insurance Company
Surety Company

By: _____

Phillip E. Lane, Attorney-In-Fact



DATE AND ATTACH TO ORIGINAL BOND

AUTO-OWNERS INSURANCE COMPANY

LANSING, MICHIGAN
POWER OF ATTORNEY

NO. 66131068

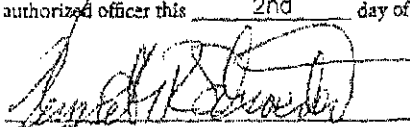
KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Phillip E. Lane

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.


IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 2nd day of November, 2012.


Kenneth R. Schroeder, Senior Vice President

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

On this 2nd day of November, 2012, before me personally came Kenneth R. Schroeder, to me known, who being duly sworn, did depose and say that they are Kenneth R. Schroeder, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

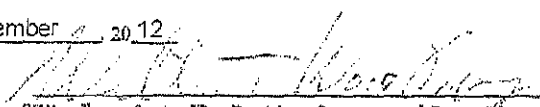
My commission expires January 1st, 2014.

AMANDA LAMP 
NOTARY PUBLIC STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires Jan. 1, 2014
Amanda Lamp, Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth are now in force.

Signed and sealed at Lansing, Michigan. Dated this 13th day of November, 2012.


William F. Woodbury, Senior Vice President, Secretary and General Counsel



Dear Building Owner:

Thank you for choosing Soprema for your roofing needs! Enclosed are your original Soprema Warranty Documents.

In order for the warranty document to be valid a copy must be signed and returned to Soprema within six (6) months of its issue date. There are two (2) copies provided for your signature, one original for you to retain for your records and one copy that is highlighted to be returned to Soprema in the enclosed envelope.

Soprema's products are time proven for quality, durability and reliability. If at any time you experience any problems or have any questions, please contact our Warranty Department at 800-356-3521, Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Time.

For your convenience we have also included in this packet copies of the following:

- Roof Care & Maintenance Guide
- Warranty Claim Procedure
- Warranty Claim Form
- Warranty Transfer Procedure
- Warranty Transfer Form
- Roof Hatch Sign

Sincerely,

SOPREMA, INC.

Patricia Johnson

**Patricia Johnson
National Warranty Administrator**

SOPREMA, INC.



Warranty No.: 101-009101

Premium NDL Roof Warranty

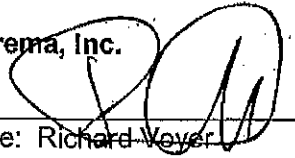
Building Address: Palm City Elementary School Bldg. 16, 1951 34th St. Palm City, FL 34990
Owner : Martin County School District 500 E. Ocean Blvd. Stuart, FL 34994
Area in Squares: 150 Membrane: 05b.32x2.48 Membrane Flashing: 32.44
Substantial Completion Date: 08.03.2012 Length of Warranty: Twenty (20) Years
Authorized Roofer: Leeward Roofing 608 Carnival Terrace Sebastian, FL 32958

Soprema, Inc., an Ohio corporation, warrants to you that the membrane sold to you will not leak due to defects in factory workmanship or materials nor due to defective workmanship by the installing contractor. If Soprema determines that a valid warranty claim has been made, then Soprema will provide you, at Soprema's expense and as your sole and exclusive remedy, with the labor and material necessary to return the defective area to a watertight condition. This warranty is made subject to the terms, conditions and limitations set forth in this document.

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition to the above, this warranty document includes all of the terms, conditions and limitations contained on the reverse side of this page and in the following documents: (1) Form 900 – Warranty Claim Procedure, (2) Form 901 – Roof Care and Maintenance Guide, and (3) any rider now or subsequently issued by Soprema. The riders issued at the time of issuance of this warranty, if any, are listed below. This warranty is not effective or binding against either party unless, within six months after the substantial completion date, it is signed by both parties. The only agents of Soprema authorized to sign this warranty, or any riders hereto, are its President, Vice President, General Manager, Secretary, and Treasurer.

Soprema, Inc.

By: 
Name: Richard Voyer
Title: Vice President/General Manager
Date: 08.03.2012



AGREED TO BY:

Owner's Name: _____

By: _____

Name:

Title:

Date:

Riders issued at time of this warranty: 20-Year NDL. See attached Negative Uplift Pressure Rider.

PLEASE SIGN AND RETURN

Rider No. 101-009101-1**Palm City Elementary Bldg. 16****Wind Uplift Rider
(Based on Negative Pressure)**

This rider amends Soprema Standard Roof Warranty No. 101-009101, dated 08.03.2012 (hereinafter referred to as the "**Warranty**"), issued to Martin County School District in connection with Palm City Elementary School Bldg. 16, 1951 34th St. Palm City, FL 34990.

Wind speed criteria (check one): FM: ASCE:
Basic wind speed map (ASCE): FM: ASCE:

Maximum warranted negative pressure: Zone 1: -71.07; Zone 2: -107.5 Zone 3: -153.8

Soprema, Inc. expressly warrants to you that the roof assembly installed on your building will not be damaged by exposure to a windstorm generating negative air pressures equal to or less than the maximum pressure stated above. If the roof assembly is damaged by a windstorm generating negative air pressures equal to or less than the maximum pressure stated above, then Soprema will provide you with the labor and material necessary to repair the wind-damaged area. The Warranty is modified accordingly.

Soprema does not have any obligation to repair any damage to your roof unless you have timely fulfilled all of your obligations under this rider.

COPY

If you believe you have experienced a wind-related leak (or other wind-related roof damage), you should follow the claim procedure set forth in the Warranty. In addition, the following items must be submitted with your notification of claim: (1) wind speed data for the period from the effective date of the Warranty to the date of the claim (or, if such data was submitted in connection with a prior claim, for the period from the end date of that data to the date of the claim) recorded by the data collection point (whether official or unofficial) that reports to the National Weather Service and is located nearest to your building; (2) the written roof maintenance record for the period from the effective date of the Warranty to the date of the claim (or, if such records were submitted in connection with a prior claim, for the period from the end date of those records to the date of the claim); and (3) a signed and stamped report from a licensed and insured professional engineer certifying that the damage to the roof assembly was not caused by the failure of the perimeter blocking, the failure of the deck, or the failure of any other component of your building to withstand the structural load caused by a negative pressure less than the specified maximum level.

In the event that a windstorm generating negative uplift pressures equal to or in excess of the maximum pressure specified above occurs before the expiration of the Warranty, you must notify Soprema, in writing, within thirty (30) days of the wind event. Time is of the essence. Then, within one hundred twenty (120) days of the wind event, a roof assembly inspection must be performed. Again, time is of the essence. The inspection must be conducted by a licensed professional engineer and must include an inspection and evaluation of the roofing assembly, the perimeter blocking, and the structural roof deck system. Promptly after the inspection is completed, the engineer must issue a certified report to you, with a copy to Soprema, setting forth a description of any damage sustained to the roof assembly, the envelope of your building, the perimeter blocking, and/or the structural roof deck as a result of the wind event. Failure to timely notify Soprema of the wind event or failure to cause the report to be timely prepared and delivered to Soprema shall result in the automatic termination of this rider and all of Soprema's obligations under this rider. The cost of providing adequate access for the inspection and to repair any damage to the roof resulting from the inspection shall be borne by you. The cost of the report will be borne by Soprema if it documents that the roof assembly was damaged solely by negative pressures less than the maximum specified above.



FINAL WAIVER, RECEIPT AND RELEASE OF LIEN

STATE OF FLORIDA COUNTY OF MARTIN

The undersigned CONTRACTOR being first duly sworn, deposes and says, as follows:

1. In consideration of the final payment in the amount of \$ 6,726.40 CONTRACTOR hereby waives and releases its lien and any and all right to claim a lien for labor, services or materials furnished to the Martin County School District (DISTRICT) to the following described property:

PROJECT NAME PALM CITY ELEM RE-ROOF BLDG 16
CONTRACT NO. 12002104/1003-0-2012NA

2. CONTRACTOR has fully completed all construction and work under the Contract and Title to all work, materials and equipment under the Contract passes to the DISTRICT at the time of final payment, free and clear of all liens. Furthermore, all labors, and material men and subcontractors have been paid in full for performing or furnishing the work, labor or materials under the Contract as evidenced by the attached signed copies of their Final Receipt and Release of Lien.

3. The above payment includes full and final payment for all extra work, material and incidentals.

4. All non-exempt taxes imposed by Chapter 212, Florida Statutes (Sales and Use Tax Act), as amended, have been paid and discharged.

5. Per paragraph 5.1.2 of the General Conditions, The CONTRACTOR is attaching a Maintenance and Guaranty Bond payable to the District in the amount of 50% of the Performance and Payment Bonds to provide a guarantee against defects in the WORK occurring during the year following the one-year correction period.

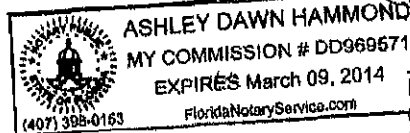
6. This statement under oath is given in compliance with Sections 713.05 and 713.06, Florida Statutes.

ATTEST:

[Signature]
Corporate Secretary
(SEAL)

[Signature]
Affiant Contractor
[Signature]
Signature
owner
Title

Sworn to and subscribed before me on this 30 day of November, 2012, by Robert
Diedrich who is personally known to me or who has presented the following type of identification: ---



[Signature]
Signature of Notary Public, State of Florida
Notary seal (stamped in black ink)
OR
Printed, typed or stamped name of Notary and Commission Number



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.03

1. AGENDA ITEM: Final payment of retainage and acceptance for Bradford Electric on the Murray Middle School Structured Cabling Renovation project.

X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$ _____

2. BACKGROUND INFO./STAFF RECOMMENDATION: Structured Cabling work has been completed. Staff recommends approval of Final payment of retainage in the amount of \$28,989.50 to Bradford Electric. STAFF RECOMMENDS APPROVAL.

3. FINANCIAL IMPACT:

Is there a financial impact (Finance Review Required)? X YES [] NO

Is funding provided in approved budget? X YES [] NO

What additional funding is required? N/A Indicate Amount _____
Source: _____

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Type or Print Name

Signature [Handwritten Signature]

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature [Handwritten Signature]

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature [Handwritten Signature]

Finance Review: Bryan Thabit
Type or Print Name

Signature _____

Legal Review: X REQUIRED
[] NOT REQUIRED

Signature _____

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

Martin County School District

Monthly Pay Application Cover Sheet

Project: MMS STRUCTURED CABLING RENOVATION Project No.: _____

Company: BRADFORD ELECTRIC App. No.: 5

Construction Project Manager: _____ Rec. Date: 10/19/12

The following documents are included:

- 4 copies of Pay Application
- Monthly Progress Report (4 hard copies-1 digital copy to office)
 - Includes contingency log
 - Includes Local Participation
- Monthly Job Meeting Minutes (1 hard copy - 1 digital copy sent to office, Project Manager)
 - Includes Sign-in Sheet
- Monthly Progress Schedule
- Project Close-Out Form—(Final Only)

The following have signed and dated below indicating they have reviewed this document:

Architect/Engineer: David Ragan Name Date 10/16/12

Construction Manager: [Signature] Name Date 11/2/12

Project Manager: Bob Phillips Name Date 10/19/12

Capital Accountant: _____ Name Date _____

Building Department: [Signature] Name Date 11-2-12

APPLICATION AND CERTIFICATE FOR PAYMENT

To (OWNER): Martin County School District
500 East Ocean Boulevard
Stuart, FL 34994

Project: MMS-Structured Cabling Renov.
4400 SE Murray Street
Stuart, FL 34997

Application No: 5
Invoice No:
Period To: 9/30/2011

From: Bradford Electric, Inc.
3125 Jupiter Park Circle Ste 3
Jupiter, FL 33458

Via (Architect):

Architect's Project No: 1018-02011NA

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	9,890.00	0.00
Approved this month	0.00	0.00
TOTALS	9,890.00	0.00
Net change by change orders	9,890.00	

1. ORIGINAL CONTRACT SUM	\$	569,900.00
2. Net change by Change Orders	\$	9,890.00
3. CONTRACT SUM TO DATE (LINE 1+/-2)	\$	579,790.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	\$	579,790.00
5. RETAINAGE	\$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5)	\$	579,790.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	550,800.50
8. SALES TAX	\$	0.00
9. CURRENT PAYMENT DUE	\$	28,989.50
10. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payment received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Bradford Electric, Inc.

By: Don R Bauder Date: 9-21-12

State of: **Florida** County of: **Palm Beach**
Subscribed and sworn to before me this 21st day of September 2012
Notary Public: Jeanne Tomlinson
My Commission expires: 8/4/13



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....\$ 28,989.50
(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:

By: Wesley Progen, WRD, Inc. Date: 9/22/12
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application Number: 5
 Application Date: 9/30/2011
 Period To: 9/30/2011
 Architect's Project No: 1018-02011NA

A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
1	Bond	35,000.00	35,000.00	0.00	0.00	35,000.00	100	0.00	0.00
2	General Conditions	28,800.00	28,800.00	0.00	0.00	28,800.00	100	0.00	0.00
3	Fixtures	500.00	500.00	0.00	0.00	500.00	100	0.00	0.00
4	Switchgear	2,000.00	2,000.00	0.00	0.00	2,000.00	100	0.00	0.00
5	Fire Alarm	3,500.00	3,500.00	0.00	0.00	3,500.00	100	0.00	0.00
6	Structured Cabling	152,000.00	152,000.00	0.00	0.00	152,000.00	100	0.00	0.00
7	Manholes	13,400.00	13,400.00	0.00	0.00	13,400.00	100	0.00	0.00
8	Construct Wall	16,000.00	16,000.00	0.00	0.00	16,000.00	100	0.00	0.00
9	HVAC Mini Split	8,500.00	8,500.00	0.00	0.00	8,500.00	100	0.00	0.00
10	Sod Restoration	3,000.00	3,000.00	0.00	0.00	3,000.00	100	0.00	0.00
11	Exterior Conduit	142,000.00	142,000.00	0.00	0.00	142,000.00	100	0.00	0.00
12	Bldg 1 Conduits	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
13	Bldg 2 Conduits	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
14	Bldg 3 Conduits	10,500.00	10,500.00	0.00	0.00	10,500.00	100	0.00	0.00
15	Bldg 4 Conduits	10,500.00	10,500.00	0.00	0.00	10,500.00	100	0.00	0.00
16	Bldg 5 Conduits	15,000.00	15,000.00	0.00	0.00	15,000.00	100	0.00	0.00
17	Bldg 9 Conduits	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
18	Bldg 10 Conduits	11,800.00	11,800.00	0.00	0.00	11,800.00	100	0.00	0.00
19	Bldg 14 Conduits	11,800.00	11,800.00	0.00	0.00	11,800.00	100	0.00	0.00

CONTINUATION SHEET

Application Number: 5
 Application Date: 9/30/2011
 Period To: 9/30/2011
 Architect's Project No: 1018-02011NA

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK BILLED FROM PREV APPLICATION (D+E+F)	WORK BILLED THIS PERIOD	MATERIALS STORED THIS PERIOD	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
20	Bldg 15 Conduits	11,800.00	11,800.00	0.00	0.00	11,800.00	100	0.00	0.00
21	Bldg 16 Conduits	11,800.00	11,800.00	0.00	0.00	11,800.00	100	0.00	0.00
22	Bldg 18 Conduits	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
23	Bldg 19 Conduits	9,000.00	9,000.00	0.00	0.00	9,000.00	100	0.00	0.00
24	Bldg 20 Conduits	5,000.00	5,000.00	0.00	0.00	5,000.00	100	0.00	0.00
25	Bldg 103 Conduits	32,000.00	32,000.00	0.00	0.00	32,000.00	100	0.00	0.00
26	Change Order #001-Add Structural Deck	9,890.00	9,890.00	0.00	0.00	9,890.00	100	0.00	0.00
		579,790.00	579,790.00	0.00	0.00	579,790.00	100	0.00	0.00



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **17.04**

1. **AGENDA ITEM:** GED / Adult Education Instructional Center @ Port Salerno Learning Center – Approval of A/E Contract
X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Approval of A/E Contract with Song and Associates, Inc. in the amount of \$12,800.00 to renovate existing space @ empty PSLC building #6 for new GED classroom and testing room and relocated Adult Ed classrooms from PSLC building 19. STAFF RECOMMENDS APPROVAL.

3. **FINANCIAL IMPACT:**
Is there a financial impact (Finance Review Required)? X YES NO
Is funding provided in approved budget? X YES NO
What additional funding is required? Indicate Amount _____
Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Signature

Legal Review: X REQUIRED
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

Amended September 15, 2009

AGREEMENT made as of the 18th day of December in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Martin County School Board
500 East Ocean Boulevard
Stuart, FL 34994
Telephone: 772-219-1200
Fax Number: 772-221-4912

and the Architect:
(Name, legal status, address and other information)

Song & Associates, Inc.
400 Australian Avenue South, Sixth Floor
West Palm Beach, FL 33401

for the following Project:
(Name, location and detailed description)

GED/Adult Education Instructional Center at Port Salerno Learning Center
Port Salerno Learning Center
3400 SE Lionel Terrace
Stuart, FL 34997

The Owner and Architect agree as follows.

AE shall provide architectural and engineering services for a partial remodel of Port Salerno Learning Center Building 6. A portion of Building 6 to be remodeled to include program space for GED Testing Lab connected with existing reception area, office space for Adult Education staff to include one (1) private office, two (2) reception area spaces, GED classroom and two (2) Adult Education classrooms as further defined by AE's proposal letter dated December 6, 2012 (Exhibit 'A').

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

(896952655)

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

April 1, 2013

- .2 Substantial Completion date:

July 1, 2013

§ 1.3 Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate to adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit 'B'

.2 Automobile Liability

See Exhibit 'B'

.3 Workers' Compensation

See Exhibit 'B'

.4 Professional Liability

See Exhibit 'B'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors; and
 - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as amended by Owner July 13, 2009.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall advise the Owner on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

§ 3.6.2.5 DELETED

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	A/E	
§ 4.1.4 Existing facilities surveys	A/E	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™–2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	A/E	
§ 4.1.13 Conformed construction documents	A/E	
§ 4.1.14 As-Designed Record drawings	A/E	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	

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§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 DELETED
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 DELETED
- .6 DELETED
- .7 DELETED
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 DELETED
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 DELETED

§ 4.3.2

(Paragraphs deleted)

DELETED

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Four (4) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a reasonably timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 DELETED

§ 5.5 DELETED

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 DELETED

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. Upon request Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the

init.

preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the purposes of constructing, using, maintaining, altering, and adding to the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 DELETED

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED

§ 8.1.2 DELETED

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 DELETED

§ 8.2.2 DELETED

§ 8.2.3 DELETED

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 DELETED

§ 8.3.1.1 DELETED

§ 8.3.2 DELETED

§ 8.3.3 DELETED

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 DELETED

§ 8.3.4.2 DELETED

§ 8.3.4.3 DELETED

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due .

§ 9.7 DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located n.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner July 13, 2009.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 DELETED

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$12,800.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The services of the Architect as provided in Section 4.1 are all included in the contract price. There shall be no additional compensation to Architect for the Additional Services provided for in Section 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Preliminary Design	thirty percent	30%
<i>(Row deleted)</i>		
100% Construction Documents	forty-five percent	45%
Bidding or Negotiation Phase	five percent	5%
Construction Phase	twenty percent	20%

Total Basic Compensation	One hundred percent	100%
--------------------------	---------------------	------

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

Employee or Category	Rate
----------------------	------

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES – See Exhibit "A", which supersedes this provision to the extent that Exhibit "A" is inconsistent with this Section 11.8 regarding reimbursable expenses.

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 DELETED
- .5 DELETED
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 DELETED
- .11 DELETED

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraphs deleted)

DELETED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 DELETED

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as amended September 15, 2009

init.

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

Three signed copies of AIA B101 – 2007, as amended September 15, 2009

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit 'A' – Architect's Proposal Letter

Exhibit 'B' – Architect's Certificate of Liability Insurance

Exhibit 'C' – DMS Fee Curve

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

Maura Barry-Sorenson, Board Chair
Martin County School Board

(Printed name and title)

(Signature)

Young Song, AIA, President
Song & Associates, Inc.

(Printed name and title)

Init

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 14:31:14 on 12/06/2012 under Order No.0957741658_1 which expires on 09/21/2013, and is not for resale.

User Notes:

(896952655)

P.203

EXHIBIT A



Revised December 6, 2012

Mr. David Spear, Architect
Martin County School Board
1050 East 10th Street
Stuart, FL 34996

RE: The Port Salerno Learning Center Building 6 GED Testing Lab, GED Classroom connected with the existing Reception, Office Spaces and Two Adult Classrooms Remodel Professional Services Fee Proposal

Dear David:

Song + Associates, Inc. is pleased to submit our Architectural and Engineering services fee proposal for the partial remodel of the Port Salerno Learning Center. The project is located at 3400 South East Lionel Terrace, Stuart, Florida.

I. PROJECT UNDERSTANDING

The Martin County School District has requested a proposal for Architectural and Engineering services for a partial remodel of the Port Salerno Learning Center located in Building 6. It is our understanding that only part of building 6 is to be remodeled at this time. This remodel is to include removal and disposal of all assemblies associated with architectural, mechanical, electrical and plumbing components required for the scope of the remodel. The new construction is to include program space for a GED Testing Lab connected with the existing reception area for check in, Office space for the Adult Education Staff which will include one private office and two reception area spaces, a GED Classroom and Two Adult Education Classrooms. It may also include new openings be provided in the existing exterior wall as required by the Florida 2010 Building Code. These areas are to be connected with an existing Office that will be converted into a Reception Area. The new testing lab and classrooms are to be located in the areas used as a kitchen and an existing multi-purpose area.

The proposed fees are based on the State of Florida, Department of Management Services Architectural and Engineering Fee Calculator. Assuming construction cost of \$50.00/square foot of an area of approximately 2800 square feet, the opinion of probable cost for this project would be \$140,000.00. When this construction cost is inserted into the calculator, a fee of \$13,676.00 results.

This fee is based on Group Definition "C" Repairs and Renovations" and is calculated at a percentage of 9.70% of construction cost and includes basic services. Basic services include architectural, structural, mechanical and electrical fees. It does not include site work and other services as listed on the attached copy of the Fee Guide Calculator Form (refer to attachment 1).

From our understanding of the scope and the fee from the Fee Guide Calculator Form we propose a fee of \$12,800.00 for architectural and engineering services. The reason for the reduction from the Fee Guide Calculator is the structural component is minimal for the project. If it is determined that additional structural design is needed additional services may be required.

II. SCOPE OF SERVICES

The Port Salerno Learning Center Building 6 GED Testing Lab, GED Classroom and Adult Classroom Remodel:

- A. Song + Associates and their consultants will provide signed and sealed architectural, structural, mechanical, electrical and plumbing demolition plans and new construction plans for Bidding and Permitting.

Bidding:

- A. S+A and our consultants will respond to all Bidder's Request for Information and provide necessary addenda.

Song + Associates, Inc.
Architecture • Planning • Interior Design
AA0003165 / IB0001095

400 Australian Avenue South, Sixth Floor
West Palm Beach, Florida 33401
telephone: 561.655.2423 fax: 561.655.1482

American Institute of Architects / NCARB

EXHIBIT A

Mr. David Spear
Architect
PSLC Bldg 6 GED Testing Lab, GED Classroom and Adult Classroom Remodel
Fee Proposal
Revised December 6, 2012
Page 2 of 3

Construction Administration:

- A. S+A and our consultants will attend the following during Construction Administration.
The Pre-Construction Meeting
Construction Progress Meetings

III. FEES

Song + Associates will perform the services described above for a fixed fee amount of Twelve Thousand Eight Hundred dollars (\$12,800.00). The fee is summarized as follows:

A.	Architectural	
	1. Design / Documentation / Bidding / Permit	\$ 6,500.00
	2. Construction Administration	\$ 1,500.00
B.	Structural	
	1. Design / Documentation / Bidding / Permit	\$ 900.00
	2. Construction Administration	\$ 100.00
C.	Mechanical/Electrical/ Plumbing Engineering	
	1. Design / Documentation / Bidding / Permit	\$ 2,000.00
	2. Construction Administration	\$ 600.00
C.	Reimbursable Expenses	\$ 1,200.00
		<u>\$12,800.00</u>

Schedule and Billing Phases will be addressed in the Master AIA B101 Contract.

IV. OWNER RESPONSIBILITIES

The Owner will provide the Architect with digital information documents of AutoCAD drawings of the school building and Microsoft Word document Standards. Song + Associates will rely on this documentation for the preparation of our deliverables. Should existing condition as-builts be required, this would be considered an additional service.

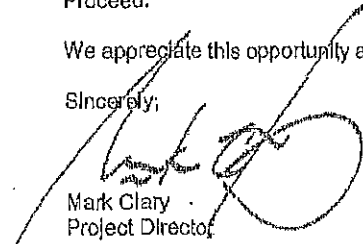
V. REIMBURSABLE EXPENSES

Standard and basic reimbursable expenses such as mileage, long distance telephone calls, printing and delivery services are line item included in the base fee (refer to Item III.C). Upon Owner direction, the Architect will invoice additional fees for detailed cost estimates; interior finishes material boards, additional project scope or other additional services not described herein.

Acceptance of this Proposal may be indicated by signature of a duly authorized official of Martin County School District in the space provided below. The return of a signed copy of this Proposal to our offices together with the appropriate authorization from the District will serve as an agreement between the parties and as a Notice to Proceed.

We appreciate this opportunity and look forward to commencing work on this project.

Sincerely,



Mark Clary
Project Director

cc: Young Song, S + A
Jo Ann Brent, S + A

EXHIBIT A

Mr. David Spear
Architect
PSLC Bldg 6 GED Testing Lab, GED Classroom and Adult Classroom Remodel
Fee Proposal
Revised December 6, 2012
Page 3 of 3

Martin County School District

Accepted By: _____

Title: _____

Print Name: _____

Date: _____

EXHIBIT B



SONG&AS-01

SMITHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2012

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

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

PRODUCER Insurance Office of America, Inc. P.O. Box 162207 Altamonte Springs, FL 32716-2207	CONTACT NAME:
	PHONE (A/C, No, Ext): (800) 243-6899 FAX (A/C, No): (407) 788-7933 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Nationwide Mutual Ins. Co.	NAIC # 23787
INSURER B: Zenith Ins Co	13289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED

 Song & Associates, Inc.
 400 Australian Avenue South
 West Palm Beach, FL 33401

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 SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPIRY (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab		ACP5905424804	1/3/2012	1/3/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ACP5905424804	1/3/2012	1/3/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE		ACP5905424804	1/3/2012	1/3/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	Z050331019	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Project: Continuing services Contract
 Various projects with design fee under \$200,000 and construction budget under \$2,000,000

CERTIFICATE HOLDER

Martin County School Board
 1050 East 10th Street
 Stuart, FL 34996

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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EXHIBIT C

PSLC Bldg 6
GED Proposal

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	COMPLEXITY GROUP - PERCENTAGE						
CONSTRUCTION COST FOR BUILDING (Sitetework Not Included)	A	B	C	D	E	F	G
\$ 140,000	10.88%	9.85%	9.70%	8.84%	7.82%	6.82%	13.33%
CALCULATED FEE	\$15,226	\$13,787	\$13,576	\$12,373	\$10,947	\$9,544	\$18,659

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:
The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|--|--|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities /Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site-Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants <ul style="list-style-type: none"> Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Built -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|--|--|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **17.05**

1. **AGENDA ITEM:** Jensen Beach High School – Art Lab Renovations – Approval of A/E Contract
 X appropriate box(s): X New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Approval of A/E contract with Song and Associates, Inc. in the amount of \$6,509.00 to correct code deficiencies in the Photography Darkroom of the Art Lab. STAFF RECOMMENDS APPROVAL.

3. **FINANCIAL IMPACT:**
 Is there a financial impact (Finance Review Required)? **X YES** NO
 Is funding provided in approved budget? **X YES** NO
 What additional funding is required? Indicate Amount _____
 Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
 Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
 Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Steve Weil
 Type or Print Name

Signature

Finance Review: Bryan Thabit
 Type or Print Name

 Signature

Legal Review: **X REQUIRED**
 NOT REQUIRED

 Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

Amended September 15, 2009

AGREEMENT made as of the 18th day of December in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Martin County School Board
500 East Ocean Boulevard
Stuart, FL 34994
Telephone: 772-219-1200
Fax Number: 772-221-4912

and the Architect:
(Name, legal status, address and other information)

Song & Associates, Inc.
400 Australian Avenue South, Sixth Floor
West Palm Beach, FL 33401

for the following Project:
(Name, location and detailed description)

Jensen Beach High School – Art Lab Renovations
Jensen Beach High School
2875 NE Goldenrod Road
Jensen Beach, FL 34957

The Owner and Architect agree as follows.

AE shall provide architectural and engineering services to provide renovations for the Art Lab (spaces 107, 107B, and 107C) as further defined by AE's proposal letter dated November 30, 2012 (Exhibit 'A').

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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- 2 ARCHITECT'S RESPONSIBILITIES
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- 4 ADDITIONAL SERVICES
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- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

February 1, 2013

- .2 Substantial Completion date:

April 1, 2013

§ 1.3 Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate to adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit 'B'

.2 Automobile Liability

See Exhibit 'B'

.3 Workers' Compensation

See Exhibit 'B'

.4 Professional Liability

See Exhibit 'B'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors; and
 - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as amended by Owner July 13, 2009.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall advise the Owner on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

§ 3.6.2.5 DELETED

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	A/E	
§ 4.1.4 Existing facilities surveys	A/E	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	A/E	
§ 4.1.13 Conformed construction documents	A/E	
§ 4.1.14 As-Designed Record drawings	A/E	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	

Init.

§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 DELETED
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 DELETED
- .6 DELETED
- .7 DELETED
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 DELETED
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 DELETED

§ 4.3.2

(Paragraphs deleted)

DELETED

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One (1) visit to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

Init.

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User Notes:

(19682186)

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a reasonably timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 DELETED

§ 5.5 DELETED

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests:

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 DELETED

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. Upon request Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the

preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

Init.

Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the purposes of constructing, using, maintaining, altering, and adding to the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 DELETED

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED

§ 8.1.2 DELETED

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 DELETED

§ 8.2.2 DELETED

§ 8.2.3 DELETED

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 DELETED

§ 8.3.1.1 DELETED

§ 8.3.2 DELETED

§ 8.3.3 DELETED

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 DELETED

§ 8.3.4.2 DELETED

§ 8.3.4.3 DELETED

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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User Notes:

(198522126)

performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due .

§ 9.7 DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located n.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner July 13, 2009.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 DELETED

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$6,509.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The services of the Architect as provided in Section 4.1 are all included in the contract price. There shall be no additional compensation to Architect for the Additional Services provided for in Section 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Rows deleted)

100% Construction Documents	seventy-five percent	75%
Bidding or Negotiation Phase	five percent	5%
Construction Phase	twenty percent	20%

Total Basic Compensation	One hundred percent	100%
--------------------------	---------------------	------

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES – See Exhibit "A", which supersedes this provision to the extent that Exhibit "A" is inconsistent with this Section 11.8 regarding reimbursable expenses.

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 DELETED
- .5 DELETED
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 DELETED
- .11 DELETED

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraphs deleted)

DELETED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 DELETED

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as amended September 15, 2009
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA™ Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA™ Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 13:22:04 on 12/03/2012 under Order No.0957741658_1 which expires on 09/21/2013, and is not for resale.

User Notes:

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(1968523126)

Three signed copies of AIA B101 – 2007, as amended September 15, 2009

- 3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

- Exhibit 'A' – Architect's Proposal Letter
- Exhibit 'B' – Architect's Certificate of Liability Insurance
- Exhibit 'C' – DMS Fee Curve

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Maura Barry-Sorenson, Board Chair
Martin County School Board

(Printed name and title)

ARCHITECT

(Signature)

Young Song, AIA, President
Song & Associates, Inc.

(Printed name and title)

EXHIBIT A



November 30, 2012

Mr. Julian Angel, Director
Martin County School District Facilities
1050 East 10th Street
Stuart, FL 34996

RE: Jensen Beach High School Photography Lab Remodel Professional Services Fee Proposal

Dear Jay:

Song + Associates, Inc. is pleased to submit our Architectural and Engineering services fee proposal for the proposed office remodel at Jensen Beach High School Photography Lab located at 2875 NW Goldenrod Road, Jensen Beach, Florida.

I. PROJECT UNDERSTANDING

The Martin County School District has requested a fee proposal to remodel the Jensen Beach High School Photography Lab. The District's intent is to expand the Lab into adjacent storage space and review the existing conditions of the Labs systems to provide a design that is compliant with all 2010 Florida Building Code requirements. The remodel of the Lab is to include review and design of the ventilation and dedicated air conditioning, specialized lighting and plumbing, including a heavy metal capture tank. The design team is to review the existing conditions with the Martin School District Facility Staff and determine exactly what new equipment will be required and what existing equipment can be re-used. This same proposal can be used for similar design services at South Fork High School if desired by the District.

II. SCOPE OF SERVICES

- A. Song + Associates will provide architectural and MEP design, documentation and construction administration services outlined in the project understanding above.
- B. The project will be designed and submitted per the Martin County School District requirements and submittals which shall be identified by the Owner upon a Notice to Proceed / Purchase Order for the architectural/ MEP services herein. These services are further detailed in the Master AIA B101 Contract.

In the event that the existing drawings and/or site visit reveal that the existing infrastructure is not sufficient to support the remodel or design work, S+A will immediately notify the Owner for direction.

III. FEES

Our proposed fee for the Architectural and Engineering Services for the Jensen Beach High School Photography Lab is generated from the State of Florida, Department of Management Services Fee Guide Calculator for Architectural and Engineering services (refer to Exhibit A). Using the criteria of this fee calculator this project fits between Complexity Group C (Repairs and Renovations) then calculates the fee based on a percentage of construction cost. For Group C the fee would be 10.27% of construction cost.

Song + Associates, Inc.

Architecture • Planning • Interior Design
AA0003165 / IB0001095

400 Australian Avenue South, Sixth Floor
West Palm Beach, Florida 33401
telephone: 561.655.2423 fax: 561.655.1482

American Institute of Architects / NCARB

EXHIBIT A

Mr. Julian Angel, Director
Jensen Beach HS
Photography Lab Remodel
Fee Proposal
November 30, 2012
Page 2 of 3

Our opinion of probable cost to remodel the photography lab as described above is based on a square footage cost of \$65.00 times approximately 600 net square feet. This would yield an opinion of probable construction cost of \$40,000.00 for the project times the 10.27% a fee of (\$4,109.00) is recommended by the Fee Guideline Calculator. In addition the Fee Calculator allows for additional services for special code review and specialty consultants for indoor air quality. For these additional services a fee of (\$2,000.00) is proposed.

The State Fee Guidelines for basic services includes only Architectural, Structural and MEP. No Civil, Landscape Architecture or other Site Work is included and would be considered additional services if at some point they became required.

Song + Associates will perform the services described above for a fixed fee amount of Six Thousand Dollars (\$6,509.00) as enumerated below:

A.	Architectural	
1.	Design / Documentation / Bidding / Permit	\$1,209.00
2.	Construction Administration	\$ 900.00
B.	MEP Engineering	
1.	Design / Documentation / Bidding / Permit	\$3,200.00
2.	Construction Administration	<u>\$ 800.00</u>
C.	A&E Fees	\$6,109.00
C.	Reimbursable Expenses	<u>\$400.00</u>
D.	Total Fee	\$6,509.00

Schedule and Billing Phase shall be addressed in the Master AIA B101 Contract.

IV. OWNER RESPONSIBILITIES

The Owner will provide the Architect with AutoCAD drawings of the school building and Microsoft Word document Standards. Song + Associates will rely on this documentation for the preparation of our deliverables.

V. REIMBURSABLE EXPENSES

Standard and basic reimbursable expenses such as mileage, long distance telephone calls, printing and delivery services are included in the total fee for a Not to Exceed amount of Four Hundred Dollars (\$400.00). Upon Owner direction, the Architect will invoice additional fees for detailed cost estimates; interior finishes material boards, additional project scope or other additional services not described herein.

Acceptance of this Proposal may be indicated by signature of a duly authorized official of Martin County School District in the space provided below. The return of a signed copy of this Proposal to our offices

together with the appropriate authorization from the District will serve as an agreement between the parties and as a Notice to Proceed.

EXHIBIT A

Mr. Julian Angel, Director
Jensen Beach HS
Photography Lab Remodel
Fee Proposal
November 30, 2012
Page 3 of 3

We appreciate this opportunity and look forward to commencing work on this project.

Sincerely,



Mark Clary
Project Director

cc: Young Song, S + A
Jo Ann Brent, S + A

Martin County School District

Accepted By: _____

Title: _____

Print Name: _____

Date: _____

EXHIBIT B



SONG&AS-01 SMITHAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/10/2012

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

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

PRODUCER Insurance Office of America, Inc. P.O. Box 102207 Altamonte Springs, FL 32716-2207	CONTACT NAME: PHONE (A/C, No, Ext): (800) 243-6899	FAX (A/C, No): (407) 788-7933
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Nationwide Mutual Ins. Co.		23787
INSURER B : Zenith Ins Co		13289
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

 Song & Associates, Inc.
 400 Australian Avenue South
 West Palm Beach, FL 33401

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 SUBR INSR Y/N	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXPIR (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		ACP5906424804	1/3/2012	1/3/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		ACP5906424804	1/3/2012	1/3/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		ACP5906424804	1/3/2012	1/3/2013	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In HI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	Z060331019	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Project: Continuing services Contract
 Various projects with design fee under \$200,000 and construction budget under \$2,000,000

CERTIFICATE HOLDER

CANCELLATION

Martin County School Board
 1050 East 10th Street
 Stuart, FL 34996

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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EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

SONG&AS-01 DGARCIA

DATE (MM/DD/YYYY)
10/10/2012

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 950 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No. Ext): (703) 827-2277		FAX (A/C, No.): (703) 827-2279
	E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Lexington Insurance Company			19437
INSURED Song & Associates Inc. 400 Australian Avenue West Palm Beach, FL 33401			
INSURER B:			
INSURER C:			
INSURER D:			
INSURER E:			
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$
	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					COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.		020720837	10/14/2012	10/14/2013	PER CLAIM 3,000,000
A			020720837	10/14/2012	10/14/2013	AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Various Minor Project under Renewal of Continuing Services Contract Agreement

CERTIFICATE HOLDER

School Board of Marth County
 1950 SE 10th Street
 Stuart, FL 34996

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Dan Busch

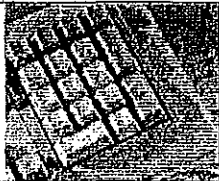
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EXHIBIT C

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 40,000	11.87%	10.68%	10.27%	9.51%	8.32%	7.16%	16.87%
CALCULATED FEE	\$4,760	\$4,272	\$4,109	\$3,804	\$3,330	\$2,864	\$6,747

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stairwells, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|--|--|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design Including Paving/Grading/Utilities -Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants <ul style="list-style-type: none"> Voices/Data Communications; Electronic/Audio Visual; Food-Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Buils -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|--|--|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.06

1. AGENDA ITEM: South Fork High School - Art Lab Renovations - Approval of A/E Contract
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION: Approval of A/E contract with BRPH Architects and Engineers in the amount of \$7,020.00 to correct code deficiencies in the Photographic Darkroom of the Art Lab (Option IIA). STAFF RECOMMENDS APPROVAL.

3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? X YES [] NO
Is funding provided in approved budget? X YES [] NO
What additional funding is required? Indicate Amount
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature

Exec. Director or
Asst. Superintendent: Steve Weil
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Signature

Legal Review: X REQUIRED
[] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

Amended September 15, 2009

AGREEMENT made as of the 18th day of December in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Martin County School Board
500 East Ocean Boulevard
Stuart, FL 34994
Telephone: 772-219-1200
Fax Number: 772-221-4912

and the Architect:
(Name, legal status, address and other information)

BRPH Architects and Engineers, Inc.
1475 Centrepark Boulevard, Suite 230
West Palm Beach, FL 33401

for the following Project:
(Name, location and detailed description)

South Fork High School – Art Lab Renovations
South Fork High School
10205 SW Pratt-Whitney Road
Stuart, FL 34997

The Owner and Architect agree as follows.

AE shall provide architectural and engineering services to provide renovations to Art Lab (Spaces 120R and 120V) as further defined by AE's proposal letter dated November 29, 2012 (Exhibit 'A').

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

February 1, 2013

- .2 Substantial Completion date:

April 1, 2013

§ 1.3 Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate to adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit 'B'

.2 Automobile Liability

See Exhibit 'B'

.3 Workers' Compensation

See Exhibit 'B'

.4 Professional Liability

See Exhibit 'B'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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- § 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by
- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
 - .2 organizing and participating in selection interviews with prospective contractors; and
 - .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as amended by Owner July 13, 2009.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall advise the Owner on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

§ 3.6.2.5 DELETED

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	A/E	
§ 4.1.4 Existing facilities surveys	A/E	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	A/E	
§ 4.1.13 Conformed construction documents	A/E	
§ 4.1.14 As-Designed Record drawings	A/E	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	

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§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 DELETED
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 DELETED
- .6 DELETED
- .7 DELETED
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 DELETED
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 DELETED

§ 4.3.2
(Paragraphs deleted)
DELETED

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 One (1) visit to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a reasonably timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 DELETED

§ 5.5 DELETED

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 DELETED

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. Upon request Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the

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preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the purposes of constructing, using, maintaining, altering, and adding to the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 DELETED

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED

§ 8.1.2 DELETED

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 DELETED

§ 8.2.2 DELETED

§ 8.2.3 DELETED

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 DELETED

§ 8.3.1.1 DELETED

§ 8.3.2 DELETED

§ 8.3.3 DELETED

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 DELETED

§ 8.3.4.2 DELETED

§ 8.3.4.3 DELETED

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due .

§ 9.7 DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located n.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner July 13, 2009.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 DELETED

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$7,020.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The services of the Architect as provided in Section 4.1 are all included in the contract price. There shall be no additional compensation to Architect for the Additional Services provided for in Section 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

(Rows deleted)

100% Construction Documents	seventy-five percent	75%
Bidding or Negotiation Phase	five percent	5%
Construction Phase	twenty percent	20%

Total Basic Compensation	One hundred percent	100%
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§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

N/A

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES – See Exhibit "A", which supersedes this provision to the extent that Exhibit "A" is inconsistent with this Section 11.8 regarding reimbursable expenses.

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 DELETED
- .5 DELETED
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 DELETED
- .11 DELETED

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraphs deleted)

DELETED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 DELETED

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as amended September 15, 2009
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

AIA Document B101™ – 2007 (formerly B161™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:08:25 on 12/03/2012 under Order No.0957741858_1 which expires on 09/21/2013, and is not for resale.

User Notes:

(1920225133)

Three signed copies of AIA B101 – 2007, as amended September 15, 2009

- .3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit 'A' – Architect's Proposal Letter
Exhibit 'B' – Architect's Certificate of Liability Insurance
Exhibit 'C' – DMS Fee Curve

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

Maura Barry-Sorenson, Board Chair
Martin County School Board

(Printed name and title)

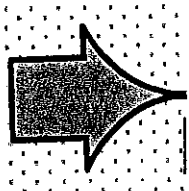
ARCHITECT

(Signature)

Carroll C. Vigil, Senior Vice President
BRPH Architects and Engineers, Inc.

(Printed name and title)

12/3/12



Init.

AIA Document B101™ – 2007 (formerly B151™ – 1997). Copyright © 1974, 1978, 1987, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 11:06:25 on 12/03/2012 under Order No.0957741658_1 which expires on 09/21/2013, and is not for resale.
User Notes:

(1920225133)

EXHIBIT A



November 20, 2012

Mr. David Spear, AIA
Martin County School Board
1050 East 10th Street
Stuart, FL, 34996

Architects, Engineers, Constructors

1476 East Centrepark Blvd.
Suite 230
West Palm Beach, Florida 33401

561.616.5878
561.616.5902 f

www.brph.com

Reference: South Fork High School
BRPH Project No. 6329.05 (1.2)

Subject: Design Scope for Art Lab Upgrades

Dear Mr. Spear,

We respectfully submit our proposal for the following professional services:

PROJECT: The project assignment consists of professional design services necessary to upgrade the Art Lab block, which consists of the following spaces: art lab 120R and 120W, four (4) storage rooms, 120T, 120U, 120X and 120Y, Teacher Planning 120S and Dark Room 120R.

SCOPE OF SERVICES: The Scope shall include architectural, mechanical, plumbing, electrical and interior design to support the development of drawings and specifications associated with the design modifications and associated codes. It is important to note that the current state of the art labs and accessory spaces have conditions that need to be addressed such as various code violations, areas of visible mold and life safety deficiencies to name a few. Any renovations will the result in the upgrading of these issues. The scope is broken out into incremental options as follows:

OPTION I: DARK ROOM 120V UPGRADES:

This option includes the redesign of the entry into Dark Room 120V to comply with current Building Codes and Accessibility requirements. This will include demolition of the existing serpentine entry walls with new metal stud and gypsum wall board partition walls. New floor finishes, ceiling grid and acoustical tiles will also be upgraded within this space.

Architectural and Interior Design Improvements Include:

- Redesign the entry into Dark Room 120V to comply with current Building Codes and Accessibility requirements
- Demolition of existing serpentine walls
- New metal stud and gypsum wall board partition walls at the entry of the dark room to restrict the passage of light infiltration
- New ceiling grid and acoustical ceiling tiles
- Replace selective floor finishes at area of construction

Mechanical Improvements Include:

- Run new HVAC calculations
- Replace ducts, diffusers and grilles
- Provide ventilation to Dark Room 120V

EXHIBIT A

South Fork High School Art Lab Upgrades
Page 2



- Provide HVAC modifications for make-up air

Plumbing Improvements include:

- Provide a new sink in Dark Room with a neutralization tank

Electrical Improvements include:

- Replace all ceiling light fixtures

OPTION IIA: ART LAB 120R UPGRADES:

Option IIA includes the upgrading of Art Lab 120R in addition to the dark room renovations. The scope herein is as follows:

Architectural and Interior Design Improvements include:

- Conduct and provide a life safety analysis for the art lab
- Provide new accessible emergency eyewash/shower station
- New paint finish on walls
- New ceiling grid and ceiling tiles
- Replace existing chalk boards with marker boards on teaching wall
- Relocate existing smart board in Art Lab 120R
- Replace tack boards
- Replace all fixed millwork
- Replace door hardware to comply with current codes
- Remove wall clock/speaker combination units that are no longer in use; cap utilities and patch/repair walls to match new finishes

Mechanical Improvements include:

- Run new HVAC calculations on above listed spaces
- Replace ducts, diffusers and grilles
- Provide HVAC modifications as necessary

Plumbing Improvements include:

- Provide new sinks with plaster traps located in fixed millwork
- Provide a floor drain for a combination emergency eyewash/shower located in art lab 120R as required by current codes

Electrical Improvements include:

- Replace all ceiling light fixtures including track lighting; maintain existing nine (9) power drops in each art lab
- Provide fire alarm devices as required by current codes

OPTION IIB: ART LAB 120W UPGRADES:

Option IIB includes the upgrading of Art Lab 120W to match the same upgrades that are proposed for Art Lab 120R as listed in Option IIA.

EXHIBIT A

South Fork High School Art Lab Upgrades
Page 3



OPTION III: TEACHER PLANNING 120S, STORAGE ROOMS 120T, 120U, 120X and 120Y UPGRADES:

Option III includes the upgrading of the Teacher Planning room and ancillary storage rooms located off the respective Art Labs. The scope herein is as follows:

Architectural and Interior Design Improvements include:

- New paint finish on walls
- New ceiling grid and ceiling tiles
- Replace two (2) Dutch doors with new solid core wood doors to storage rooms 120T and 120X
- One (1) meeting with MCSD staff regarding special storage requirements for materials to better utilize the space for more efficient use; this will assist with the custom millwork necessary for the storage spaces
- Replace all fixed millwork
- Replace door hardware to comply with current codes
- Remove wall clock/speaker combination units that are no longer in use; cap utilities and patch/repair walls to match new finishes

Mechanical Improvements include:

- Run new HVAC calculations on above listed spaces
- Replace ducts, diffusers and grilles
- Provide HVAC modifications as necessary

Electrical Improvements include:

- Replace all ceiling light fixtures
- Provide additional outlets in storage room 120U
- Provide fire alarm devices as required by current codes

EXCLUSIONS: This proposal does not include any surveying, structural engineering design documents or any other design professional disciplines.

TIME SCHEDULE: BRPH will begin the validation upon receipt of a Purchase Order, Notice-To-Proceed, or executed Agreement.

CONSTRUCTION BUDGET:

Option I: The estimated construction cost we expect this project to have is in the range of \$30,000.00 to \$40,000.00 based on the scope of services listed above.

Option IIA: The estimated construction cost we expect this project to have is in the range of \$150,000.00 to \$175,000.00 based on the scope of services listed above.

Option IIB: The estimated construction cost we expect this project to have is in the range of \$150,000.00 to \$175,000.00 based on the scope of services listed above.

Option III: The estimated construction cost we expect this project to have is in the range of \$75,000.00 to \$90,000.00 based on the scope of services listed above.

EXHIBIT A

South Fork High School Art Lab Upgrades
Page 4



FEE PROPOSAL: We propose a Lump Sum Fee for the aforementioned services for the direct effort provided in the amount designated for the following phases:

Option I: Five Thousand, One Hundred Dollars and No Cents (\$5,100.00).

Option IIA: Seven Thousand, Twenty Dollars and No Cents (\$7,020.00).

Option IIB: Seven Thousand, Twenty Dollars and No Cents (\$7,020.00).

Option III: Four Thousand, Four Hundred Ten Dollars and No Cents (\$4,410.00).

TERM: This Proposal shall remain valid for a period of sixty (60) days after the date of issue.

If you have any questions or require any additional information, please feel free to contact me at (561) 616-5878.

Sincerely,

BRPH ARCHITECTS • ENGINEERS, INC.

A handwritten signature in black ink, appearing to read "Carroll C. Vigil", is written over the company name and extends upwards and to the right.

Carroll C. Vigil, PE, LEED® AP
Sr. Vice President

Cc: Susan Merrigan, BRPH

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/01/2012

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

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

Table with producer information (Pruitt Insurance Agency, Inc.), contact info (Vanessa Genovese), and insurer details (Continental Insurance Company, Continental Casualty Company, Valley Forge Insurance Company, Transportation Insurance Company).

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.

Main coverage table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) RE: Project No. 6329.03, Instructional Center (Bldg #30) Repair and Dehumidification. 30 days notice of cancellation except in the event of non-payment of premium. 10 days for non-payment of premium

Architects-Engineers Design/Build Firm

Table with columns: CERTIFICATE HOLDER (The School Board of Martin County, Florida) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions). Includes signature of Vanessa Genovese.

EXHIBIT C

Version Posted: July 2006

Project Name:	South Fork High School - Art Lab Renovations						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 75,000	11.22%	10.13%	9.89%	9.07%	7.99%	6.93%	14.42%
CALCULATED FEE	\$8,411	\$7,598	\$7,420	\$6,800	\$5,993	\$5,200	\$10,816

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

"A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals, Emergency Management Centers

"B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences

"C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work

"D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings

"E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures

"F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities

"G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- Feasibility Studies/ Analysis
- Facility Programming
- Master Planning
- Soils Investigations/Reports
- Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities
- Measured Drawings of Existing Facilities
- Existing Facilities Analysis
- Toxic Substance Mitigation Surveys and Consultation
- Site Environmental Assessments
- Site DRI, PUD, Site Plan Review and/or Zoning Modifications
- Traffic Analysis and Traffic Signal Warrant Studies
- Civil Engineering Design including Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site Permitting
- Existing Site Utility Infrastructure Improvements
- Site Lighting Design
- Landscape Architectural & Irrigation Design
- Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security
- Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis
- LEED Consultation
- Graphic and Signage Design
- Special Code Reviews including ACHA
- Detailed Cost Estimates
- Documents Prepared For:
-Alternate Bids Exceeding Contract Scope
-Excessive Change Orders
-Multiple Construction Contracts
-Record Documents/As Builts
- Prolonged Construction Contract Administration Services
- Structural Threshold Inspections
- Project Representation During
Construction Beyond Bi-Monthly Administration
- Additional Construction Contract
Administration Services for Multiple Contracts
- Building Commissioning and Training Services
- Post Occupancy Inspections/ Evaluations
- Renderings/ Models
- Substantive Changes to Scope, Size or Complexity
- Owner Requested Changes to Approved Documents
- Reimbursable Expenses*
Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.07

1. AGENDA ITEM: Martin County High School - Chiller Utility Line Extension - Approval of A/E Contract Amendment
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: First Phase of the Central Plant Utility System is complete. This fee proposal in the amount of \$46,630.00 will complete the underground chilled water and utility distribution piping project. STAFF RECOMMENDS APPROVAL.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? X YES [] NO
Is funding provided in approved budget? X YES [] NO
What additional funding is required? Indicate Amount
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Signature

Legal Review: [] REQUIRED [] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

 **AIA**® Document G802™ – 2007

Amendment to the Professional Services Agreement

Amendment Number: 016

TO: Mr. David R. Spear, AIA, Construction Manager
(Owner or Owner's Representative)

In accordance with the Agreement dated: In accordance with the Agreement dated: November 01, 2002. Scope of original Agreement is further amended and agreed that A/E will comply with provisions contained in AIA B101-2007 as revised September 15, 2009, A/E further agrees to comply with 2010 Florida Building Code, and 2008 National Electrical Code. A/E shall incorporate Owner's District Design Guidelines and Guideline Specifications, and comply with Construction Specifications Institute's Master Format 2010 six digit Numbering System.

BETWEEN the Owner:
(Name and address)

The School Board of Martin County
500 East Ocean Boulevard
Stuart, FL 34994

and the Architect:
(Name and address)

HKS Architects, Inc.; Florida License #AA F000119
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Ph: 305.476.1102

for the Project:
(Name and address)

Martin County High School
Project No. 16400
2801 S. Kanner Hwy
Stuart, FL 34994

Authorization is requested

- to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As Follows:

HKS will provide A/E Design and construction phase services for miscellaneous renovation and remodeling work as follows;

Extension of the North Side of Campus Utilities - Utilities from the Media Center to remaining North Campus at Martin County High School, as described in the attached proposal dated December 3, 2012.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

Compensation:

Compensation to HKS for A/E Design and construction phase services for miscellaneous renovation and remodeling work will be on the basis of a Lump Sum Fee of:

Forty Six Thousand and Six Hundred and Thirty Dollars. (\$46,630.00).

Time:

60 Days from Notice to Proceed

SUBMITTED BY:

AGREED TO:

(Signature)

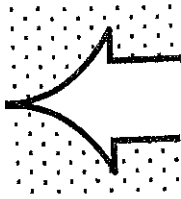
(Signature)

R. CRAIG WILLIAMS, SR. V.P.
(Printed name and title)

(Printed name and title)

4 DECEMBER 2012
(Date)

December 4, 2012
(Date)



HKS

ERNESTO JOSE QUANT, AIA
ASSOCIATE

December 03, 2012

Mr. David Spear, AIA
Martin County School District
1050 East 10th Street
Stuart, Florida 34996

Re: Martin County High School
HKS Architects, Inc. Project Number 16400.005

Dear Mr. Spear:

HKS Architects, Inc. is pleased to submit to Martin County School District, ("Client"), our professional design services proposal for The North Side Utilities Renovation at Martin County High School, located in Stuart, Florida, (the "Project").

Scope of Services

HKS will provide architectural, mechanical, electrical, and plumbing engineering ("MEP") services as described in this proposal for the Project. HKS will retain the services of the following consultants with their disciplines shown:

- OCI Associates – MEP engineering

Services will be provided as defined in AIA Document B-101, Standard Form of Agreement Between Owner and Architect, 2007 Edition, with standard HKS modifications, a copy of which is attached and the terms and conditions incorporated. Upon acceptance of this proposal, it shall serve as our contract.

The scope of the professional services is limited to the following:

- Programming meetings (limit 3)
- Construction Documents
- Project Manual
- Bidding and Construction Administration

Project Scope Detail

The Project scope for these services is as follows:

- Mechanical, electrical, plumbing and fire protection renovations for the North Side Utilities at Martin County High School.

Schedule

Upon receipt of a signed proposal HKS will begin the design services within 5 days. The proposed schedule is as follows:

- Programming - December 2012
- Construction Documents - March, 2012

These dates are contingent upon receiving a signed agreement by December 20, 2012. In the event the schedule is extended due to causes not within the control of HKS, our compensation will be equitably adjusted to account for the additional time in accordance with HKS then current hourly rate schedule.

P:\2103073 - Martin County High School\2103073.12-Phase III-Classroom-Building\Documents\A-PROJECT DESIGN & MANAGEMENT\2.0 CONTRACTS\2.1 Proposals & Negotiation\North Side Utilities\MCHS - HKS Proposal - North Side Utilities.docx

Mr. David Spear, AIA
November 30, 2012
Page 2

Fees and Payment

Compensation to HKS and its consultants for these services shall be a stipulated sum in the amount of \$46,630.00. The hourly breakdown, DMS Fee Curve, and consultants' proposals are attached for your reference.

HKS will invoice for services on a monthly basis, with payment due upon receipt of invoice. Invoices for which payment are more than thirty days past due will accrue interest at the rate of seven percent per annum.

Client agrees to pay HKS for services rendered pursuant to this contract.

Additional Consultants

If the services of consultants other than any included in the Scope of Services given above are required and in the event Client request these consultants be retained by HKS, HKS will invoice these additional consultants at one and fifteen one hundredths times the amount invoiced HKS by the consultants. HKS reserves the right to qualify and select any consultants who will be under HKS contract.

Termination

In the event Client abandons the Project at any time or elect to terminate our services, HKS shall be paid for services performed and reimbursable expenses incurred up to the date of our receipt of your written notice of termination. HKS reserves the right to suspend services if payment for compensation and expenses is not received within thirty (30) days of receipt of our invoice.

Copyright

The Program, Drawings, Specifications, and other documents, and the designs prepared by HKS for this Project are instruments of service for use solely with respect to this Project. HKS shall retain all common law and statutory intellectual property rights in and to the instruments of service. No modifications to the instruments of service shall be made without notification to and authorization of HKS and its consultants. HKS grants to Client a license to use the instruments of service for use with respect to this Project upon payment in full for compensation and reimbursable expenses.

If the terms of this proposal are acceptable, please acknowledge your acceptance by executing this proposal and returning one copy to my attention.

Best Regards,

ERNESTO JOSE QUANT, AIA

Mr. David Spear, AIA
November 30, 2012
Page 3

AGREED AND AUTHORIZED:

This _____ day of _____, 2012

By: Martin County School District

Signature

Title

cc: Mr. Julian Angel
Mr. William M. Brown
Ms. Kim Cooper

3 December 2012

Mr. Ernesto Quant
HADP Architecture, Inc.
201 Alhambra Circle, Suite 800
Coral Gables, Florida 33134

Re: Professional Services Fee Request
MEP/FP Engineering for Extension of North Utilities
Martin County High School, Stuart, Florida

OCI Associates, Inc., is pleased to present our fee proposal for the above referenced project. Following is a scope of work and compensation for the project. If the proposal is acceptable, please sign and return a copy for our files.

Scope of Work:

Our basic scope of work will be to provide professional MEP/FP design engineering for the development of construction documents for the extension of utilities (chilled water, electrical power and low voltage items, such as, data, fire alarm, etc...) from Building 102 up to Building 115.

Our services will include:

- Investigative Survey
- MEP/FP Construction Documents and Specifications
- Responses to any Review Comments

Compensation for Services:

Our fee for the listed services will be Thirty Six Thousand Dollars (\$36,000.00), plus customary reimbursable expenses such as printing/reproduction and shipping/delivery methods.

Additional Services:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at with time a proposal for additional services will be provide.

Please let me know if you have any questions.

Respectfully,
Randy Stewart
Randy Stewart
Principal
OCI Associates, Inc.

Accepted by _____
Name _____
Date _____



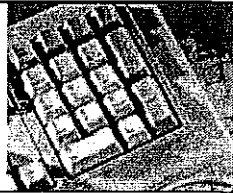
ATTACHMENT "A"
FEE CALCULATIONS FOR NORTH SIDE UTILITIES RELOCATION AT
MARTIN COUNTY HIGH SCHOOL

Fee Breakdown	hrs	cost	Total HKS fees	Total Eng. Fees	Total A/E fee
Civil / survey				\$0.00	
Irrigation				\$0.00	
Structural	0	\$150.00		\$0.00	
MEPF	240	\$150.00		\$36,000.00	
Const. Doc. - PM - Design & development - Quality Assurance - Coordination w/ MCSD / response to comments	24	\$150.00	\$3,600.00		
Construction Documents - CADD	24	\$80.00	\$1,920.00		
Distribution	2	\$80.00	\$160.00		
Reproducibles	2	\$100.00	\$200.00		
Courier / FEDEX	0	\$90.00			
Construction Adm.	24	\$150.00	\$3,600.00		
Site visits	2	\$500.00	\$1,000.00		
Update as-builts	2	\$75.00	\$150.00		
Total			\$10,630.00	\$36,000.00	\$46,630.00

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 700,000	9.59%	8.78%	8.96%	7.97%	7.17%	6.38%	10.04%
CALCULATED FEE	\$67,149	\$61,446	\$62,696	\$55,818	\$50,195	\$44,637	\$70,266

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:
 The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary
Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities
/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants
Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.08

- 1. AGENDA ITEM: Instructional Center - ESE Office Relocation - Approval of A/E Contract
2. BACKGROUND INFO./STAFF RECOMMENDATION: Approval of A/E Contract with Song and Associates, Inc. in the amount of \$36,780.00 to relocate ESE offices into Buildings #31 and #32 which were formally used by Stuart Middle School. STAFF RECOMMENDS APPROVAL.
3. FINANCIAL IMPACT: Is there a financial impact (Finance Review Required)? X YES
Is funding provided in approved budget? X YES
What additional funding is required? Indicate Amount Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Director/Principal: Julian G. (Jay) Angel
Exec. Director or Asst. Superintendent: Steve Weil
Finance Review: Bryan Thabit
Legal Review: X REQUIRED

5. SUPERINTENDENT RECOMMENDS APPROVAL: X YES

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

 **AIA**® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

Amended September 15, 2009

AGREEMENT made as of the 18th day of December in the year 2012
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Martin County School Board
500 East Ocean Boulevard
Stuart, FL 34994
Telephone: 772-219-1200
Fax Number: 772-221-4912

and the Architect:
(Name, legal status, address and other information)

Song & Associates, Inc.
400 Australian Avenue South, Sixth Floor
West Palm Beach, FL 33401

for the following Project:
(Name, location and detailed description)

Instructional Center, Buildings 31 and 32 – ESE Relocation
Martin County School District
500 East Ocean Boulevard
Stuart, FL 34994

The Owner and Architect agree as follows.

AE shall provide architectural and engineering services for Buildings 31 and 32 as further defined by AE's proposal letter dated November 28, 2012 (Exhibit 'A').

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

April 1, 2013

- .2 Substantial Completion date:

July 1, 2013

§ 1.3 Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall negotiate to adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

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§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See Exhibit 'B'

.2 Automobile Liability

See Exhibit 'B'

.3 Workers' Compensation

See Exhibit 'B'

.4 Professional Liability

See Exhibit 'B'

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

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§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

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§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction as amended by Owner July 13, 2009.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall advise the Owner on matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.

§ 3.6.2.5 DELETED

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the

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Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

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§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Not Provided	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	A/E	
§ 4.1.4 Existing facilities surveys	A/E	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Not Provided	
§ 4.1.8 Landscape design	Not Provided	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	A/E	
§ 4.1.13 Conformed construction documents	A/E	
§ 4.1.14 As-Designed Record drawings	A/E	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	

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§ 4.1.19	Coordination of Owner's consultants	Not Provided	
§ 4.1.20	Telecommunications/data design	Not Provided	
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22	Commissioning (B211™-2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25	Fast-track design services	Not Provided	
§ 4.1.26	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

N/A

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 DELETED
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 DELETED
- .6 DELETED
- .7 DELETED
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 DELETED
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 DELETED

§ 4.3.2
(Paragraphs deleted)
DELETED

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Four (4) visits to the site by the Architect over the duration of the Project during construction
- .3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

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§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a reasonably timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 DELETED

§ 5.5 DELETED

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 DELETED

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. Upon request Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the

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preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the

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Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the purposes of constructing, using, maintaining, altering, and adding to the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 DELETED

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 DELETED

§ 8.1.2 DELETED

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 DELETED

§ 8.2.2 DELETED

§ 8.2.3 DELETED

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 DELETED

§ 8.3.1.1 DELETED

§ 8.3.2 DELETED

§ 8.3.3 DELETED

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 DELETED

§ 8.3.4.2 DELETED

§ 8.3.4.3 DELETED

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of

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performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all undisputed sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due .

§ 9.7 DELETED

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located n.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended by Owner July 13, 2009.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific

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information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 DELETED

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

\$36,780.00

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

The services of the Architect as provided in Section 4.1 are all included in the contract price. There shall be no additional compensation to Architect for the Additional Services provided for in Section 4.1.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Preliminary Design	thirty percent	30%
<i>(Row deleted)</i>		
100% Construction Documents	forty-five percent	45%
Bidding or Negotiation Phase	five percent	5%
Construction Phase	twenty percent	20%
<hr/>		
Total Basic Compensation	One hundred percent	100%

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

N/A

Employee or Category Rate

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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES – See Exhibit "A", which supersedes this provision to the extent that Exhibit "A" is inconsistent with this Section 11.8 regarding reimbursable expenses.

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 DELETED
- .5 DELETED
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 DELETED
- .11 DELETED

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent (10 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

(Paragraphs deleted)

DELETED

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 DELETED

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (N/A) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

N/A %

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

N/A

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect, as amended September 15, 2009

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.2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

Three signed copies of AIA B101 – 2007, as amended September 15, 2009

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Exhibit 'A' – Architect's Proposal Letter

Exhibit 'B' – Architect's Certificate of Liability Insurance

Exhibit 'C' – DMS Fee Curve

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

(Signature)

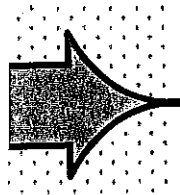
Maura Barry-Sorenson, Board Chair
Martin County School Board

(Printed name and title)

(Signature)

Young Song, AIA, President
Song & Associates, Inc.

(Printed name and title)



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November 28, 2012

Mr. Julian Angel
Director of Facilities
Martin County School District
500 East Ocean Blvd
Stuart, FL 34994

RE: Martin County School District Instructional Center New Exceptional Student Education Offices
Remodel Professional Services Fee Proposal

Dear Jay

Song + Associates, Inc. is pleased to submit our Architectural and Engineering Services Proposal to Remodel the Martin County School District's Instructional Center New Exceptional Student Education (ESE) Offices. The new offices are proposed to be located in (2) existing buildings at the Martin County School District Office at 500 E Ocean Blvd. Stuart, FL. in Buildings IC 31 and IC 32.

I. PROJECT UNDERSTANDING

Martin County School District has requested Song + Associates to prepare a proposal for Architectural and Engineering Design Services to convert two (2) existing instructional spaces into administration space for the ESE administration and staff. The basic spatial program for the new ESE offices is:

- 1 Executive director -- office and adjacent secretary and conference spaces
- 1 secretary (for above)
- 1 ESE Coordinator -- private office and adjacent secretary space
- 1 secretary (for above)
- 1 receptionist/secretary
- 1 school site secretary (cubicle)
- 1 bookkeeper (cubicle)
- 1 data entry (cubicle)
- 1 large records storage area
- 1 small work area (copy room)
- 1 large conference/meeting room
- 1 small break room (sink, refrigerator, seating area)
- 2 restrooms (hc accessible, M/F)

Plus additional, separate area for:
1 Student services coordinator
1 Student services secretary

II. SCOPE OF SERVICES

Song + Associates and our consultants will provide the design documents, the construction documents, bidding and negotiation and construction administration services for the project and will be the point of contact for the Owner and the Contractor.

A. CONSTRUCTION DOCUMENTS

1. Develop Schematic Design through 100% Construction Documents for Bidding
2. Develop the 100% Construction Documents into a Permit Set approved by the District's Building Official

Song + Associates, Inc.

Architecture • Planning • Interior Design
AA0003165 / IB0001095

400 Australian Avenue South, Sixth Floor
West Palm Beach, Florida 33401
telephone: 561.655.2423 fax: 561.655.1482

American Institute of Architects / NCARB

EXHIBIT A

Mr. Julian Angel
Martin County School District
Martin County School District New ESE Offices
Design Management Professional Services Fee Proposal
November 30, 2012
Page 2 of 4

B. BIDDING AND NEGOTIATION ASSISTANCE

1. Responses to Contractor bidder questions
2. Issuance of revised documents for any required Addenda Items
3. Conformance set of drawings and specifications for Owner and Agency comments.
4. Review and evaluation of Bidder submittals and qualifications.

C. CONSTRUCTION ADMINISTRATION

1. Issue revised documents based upon coordination and field conditions
2. Conduct periodic site observation visits to evaluate construction relative to the intent of the documents
3. Lead weekly Construction Progress Meetings on site
4. Prepare and distribute meetings minutes

Song + Associates and their consultants will provide full architectural and engineering design services as required for the successful completion of this project. S+A will coordinate for overall design team's work efforts, will facilitate construction meetings, will review and certify payment applications, will assist the Owner and Contractor in maintaining project schedule, will provide a punch list review, will certify substantial completion and will approve the Final Certification and Application for Payment. In addition a set of As Built will be provided to the District per their requirements.

Song + Associates and the consultants will issue necessary revisions to the Construction Documents including revised drawings, specifications and sketches for clarification as determined necessary during construction and when directed by the Owner for changes in project scope.

III. FEES

Our proposed fee for the Architectural and Engineering Services for the Martin County School District Instructional Center New Exceptional Student Education Offices is generated from the State of Florida, Department of Management Services Fee Guide Calculator for Architectural and Engineering services (refer to Exhibit A). Using the criteria of this fee calculator this project fits between Complexity Group C (Repairs and Renovations) then calculates the fee based on a percentage of construction cost. For Group C the fee would be 9.23% of construction cost. Our opinion of probable cost to convert two (2) existing instructional spaces into administration space is based on a square footage cost of \$65.00 times approximately 6000 net square feet. This would yield an opinion of probable construction cost of \$390,000.00 for the project and times the 9.23% a fee of (\$35,980.00) is recommended by the Fee Guideline Calculator.

The State Fee Guidelines for basic services includes only Architectural, Structural and MEP. The Structural for this proposal is noted as an allowance because at this time we do not know if any structural bearing walls will have to be relocated as a result of the design. If these services are not required they will not be billed to the District. Also no Civil, Landscape Architecture or other Site Work is included in the fee and would be considered additional services if at some point they became required.

EXHIBIT A

Mr. Julian Angel
Martin County School District
Martin County School District New ESE Offices
Design Management Professional Services Fee Proposal
November 30, 2012
Page 3 of 4

A.	Architectural	
1.	Design / Documentation / Bidding / Permit	\$18,480.00
2.	Construction Administration	\$ 5,000.00
B.	Structural Engineering	
1.	Design / Documentation / Bidding / Permit	\$ 2,000.00
2.	Construction Administration	\$ 300.00
C.	Mechanical/Electrical/ Plumbing Engineering	
1.	Design / Documentation / Bidding / Permit	\$ 9,200.00
2.	Construction Administration	<u>\$ 1,000.00</u>
D.	A&E Fees	\$35,980.00
E.	Reimbursable Expenses	<u>\$ 800.00</u>
F.	Total Fees	\$36,780.00

Schedule and Billing Phase will be addressed in the Master AIA B101 Contract.

IV. OWNER RESPONSIBILITIES

The Owner will provide to the Architect with digital information documents of AutoCAD drawings of the existing buildings IC 31 and IC 32 and Microsoft Word document Standards, and Song + Associates will rely on this documentation for the preparation of our deliverables. Should existing condition as-builts be required, this would be considered an additional service.

Song + Associates, Inc. will provide the services described above for a fixed fee amount of (Thirty Six Thousand Seven Hundred Eighty Dollars (\$ 36,780.00)).

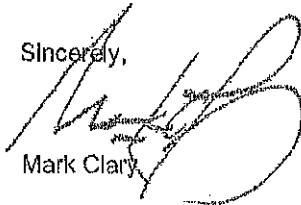
IV. REIMBURSABLE EXPENSES

The Architect shall be paid for all normal reimbursable expenses such as, but not limited to, printing, reproductions, postage, mileage, long distance telephone, fax and special delivery.

Acceptance of this proposal may be indicated by the signature of a duly authorized official of Martin County School District in the space provided below. Returning a signed copy of this proposal to our office will serve as an agreement between the two parties and as a notice to proceed. Song + Associates will await a Consultant Services Agreement / Purchase Order as prepared by the Martin County School District to be executed by both parties for our authorization to proceed.

We appreciate this opportunity and look forward to our continued teaming.

Sincerely,



Mark Clary

cc: Young Song, S+A
Jo Ann Brent, S+A

EXHIBIT A

Mr. Julian Angel
Martin County School District
Martin County School District New ESE Offices
Design Management Professional Services Fee Proposal
November 30, 2012
Page 4 of 4

Accepted BY: _____

Title: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

SONG&AS-01

SMITHAN

DATE (MM/DD/YYYY)

2/10/2012

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.

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

PRODUCER: Insurance Office of America, Inc. CONTACT NAME: INSURER(S) AFFORDING COVERAGE: INSURER A: Nationwide Mutual Ins. Co. NAIC #: 23787

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXPR (MM/DD/YYYY), LIMITS. Includes rows for General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 104, Additional Remarks Schedule, if more space is required)

Project: Continuing services Contract Various projects with design fee under \$200,000 and construction budget under \$2,000,000

CERTIFICATE HOLDER: Martin County School Board CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/10/2012

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C No., Ext): (703) 827-2277		FAX (A/C No.): (703) 827-2279
	E-MAIL ADDRESS:		
INSURED Song & Associates Inc. 400 Australian Avenue West Palm Beach, FL 33401	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Lexington Insurance Company		19437
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		

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	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.		020720837	10/14/2012	10/14/2013	PER CLAIM 3,000,000
A			020720837	10/14/2012	10/14/2013	AGGREGATE 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Various Minor Project under Renewal of Continuing Services Contract Agreement


CERTIFICATE HOLDER School Board of Martin County 1050 SE 10th Street Stuart, FL 34996	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

EXHIBIT C

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:	COMPLEXITY GROUP - PERCENTAGE						
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	A	B	C	D	E	F	G
\$ 390,000	10.06%	9.17%	9.23%	8.29%	7.41%	6.54%	11.09%
CALCULATED FEE	\$39,231	\$35,750	\$35,980	\$32,323	\$28,885	\$25,493	\$43,267

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F" - CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:
 The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|--|---|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary <li style="padding-left: 20px;">Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities <li style="padding-left: 20px;">/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants <li style="padding-left: 20px;">Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models -Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|--|---|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.09

1. AGENDA ITEM: Martin County High School Phase IIIA -- New Classroom Building -- Change Order #2 -- Adult Education and Polished Concrete Flooring.
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$
2. BACKGROUND INFO./STAFF RECOMMENDATION: Building project requires relocation of existing adult education program to Media Center (Building #2) from Building #18 which is to be demolished in the next phase. Agenda item also includes changing corridor floors in new classroom building from VCT to polished concrete. STAFF RECOMMENDS APPROVAL.
3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? X YES [] NO
Is funding provided in approved budget? X YES [] NO
What additional funding is required? Indicate Amount
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Type or Print Name
Director/Principal: Julian G. (Jay) Angel
Type or Print Name
Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name
Finance Review: Bryan Thabit
Type or Print Name
Legal Review: [X] REQUIRED
[] NOT REQUIRED

Signature lines with handwritten signatures for David R. Spear, Julian G. Angel, Steve Weil, Bryan Thabit, and Legal Review.

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

AIA[®] Document G701/CMa[™] – 1992

Change Order - Construction Manager-Adviser Edition

PROJECT (Name and address): MCHS Phase IIIA Classroom Building 2801 SW Kanner Hwy. Stuart, Florida 34994	CHANGE ORDER NUMBER: 002 INITIATION DATE: November 29, 2012	OWNER: <input checked="" type="checkbox"/> CONSTRUCTION MANAGER: <input checked="" type="checkbox"/> ARCHITECT: <input checked="" type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Pirtle Construction Company 4740 Davie road Davie, Florida 33314 Attn: Brent Martin, Project Mngr.	PROJECT NUMBERS: 2103073 / 12 CONTRACT DATE: May 15, 2012 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

Provide all cost associated to remodel the existing Media Storage and add the Adult Education Area and Polished Concrete.

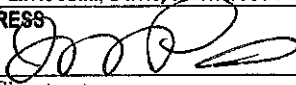
The original Contract Sum was	\$	8,074,636.00
Net change by previously authorized Change Orders	\$	451,994.00
The Contract Sum prior to this Change Order was	\$	8,526,630.00
The Contract Sum will be increased by this Change Order in the amount of	\$	476,701.00
The new Contract Sum including this Change Order will be	\$	9,003,331.00

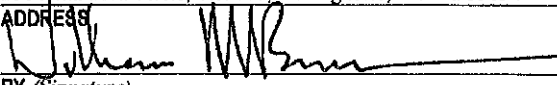
The Contract Time will be increased by 0 (zero) days.

The date of Substantial Completion as of the date of this Change Order therefore is April 17, 2013.

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE OWNER, CONSTRUCTION MANAGER, ARCHITECT AND CONTRACTOR.

Pirtle Construction Company
CONSTRUCTION MANAGER (Firm name)
 4740 davie road, Davie, Florida 33314
ADDRESS

 BY (Signature)
 Gary Pirtle
 (Typed name) DATE: 11/30/2012

HADP Architecture, Inc.
ARCHITECT (Firm name)
 201 Alhambra Circle, Ste. 800, Coral gables, Florida 33134
ADDRESS

 BY (Signature)
 William M. Brown
 (Typed name) DATE: 11/29/2012

CONTRACTOR (Firm name)
ADDRESS
 BY (Signature)
 (Typed name) DATE:

OWNER (Firm name)
 500 East Ocean Blvd., Stuart, Florida 34994
ADDRESS
 BY (Signature)
 (Typed name) DATE:



Pirtle Construction Company • 2101 Vista Parkway, Suite 105 • West Palm Beach, Florida 33411
Tel: 561.939.4844 • Fax: 561.939.4845

Friday, November 30, 2012

Martin County School District
500 East Ocean Boulevard
Stuart, FL 34994

Attn: School Board Members

**RE: MCHS PH IIIA- New Classroom Bldg
CHANGE ORDER #2- Adult Education & Polished Concrete
Project Number: 3108**

Pirtle Construction Company is pleased to provide the price for this work in the amount of: **\$476,701**

This project includes work to Renovate the existing A/V Storage to the Adult Education (VPI) rooms and add Polished Concrete to the PH IIIA- Classroom Building. The Adult Education (VPI) include change out of an existing air cooled coil in AHU 2-1 to water cooled. The AHU 2-1 will be tied into the Thermal Ice Plant. Polished Concrete will be installed in the 1st and 2nd floor corridors and stair landings.

Included in this proposal are the Change Order (CO) Breakdown, Assumptions & Qualifications, Drawing and Specification Logs, and all supporting documentation of the subcontractor's bids. Pirtle Construction Company has worked arduously and feels confident with the information received, including clarifications with the selected bidders with this Change Order.

Pirtle Construction is a member of the Treasure Coast Builders Association (TCBA) and encourages local participation through various outreach programs. We strive to support the local construction industries and are pleased to have such great local contractor interest in this project and School District construction programs.

Thank you again for this opportunity and we look forward to working with you.

Very truly yours,
PIRTLE CONSTRUCTION, INC.

A handwritten signature in black ink, appearing to read "Gary Pirtle", written over a horizontal line.

Gary Pirtle
Vice President, LEED AP, BD+C

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Estimate No./REF: CHANGE ORDER #2- Adult Education & Polished Concrete
 Completion Date: NA
 District Project #: 3108
 Owner: School District of Martin County
 Bid Dates: October 11, 2012



ADULT ED-SFT	POLISHED CONCRETE
1,770	13,171

Div. No.	Spec. Section	Bid Package	Description of Work	Amount	Name of Bidder	Cost \$/SFT	Number of Bidders
Division 01 - General Requirements							
01	NA	NA	General Conditions	37,666	Pirtle		
Division 02 - Demolition							
02	024116	NA	Building Demolition	14,500	One Call	8.19	3
Division 03 - Concrete							
03	NA	NA	Concrete	8,680	One Call	4.90	3
03	NA	NA	Polished Concrete	57,107	T&S	4.33	3
Division 04 - Masonry							
Division 05 - Metals							
Division 06 - Wood Plastics & Composites							
06	NA	NA	General Trades	15,000	Budget	8.47	1
06	NA	NA	Millwork	21,811	Deslgn	12.32	3
Division 07 - Thermal Moisture Barrier							
07	NA	NA	Joint Sealants & Caulking	670	CoMan	0.37	1
Division 08 - HM Frames, Doors, & Hardware							
08	NA	NA	Door- Installation	840	HRC	0.47	5
08	NA	NA	Door- Supply	10,910	Key Mart	6.16	4
08	NA	NA	Glazing & Storefront	12,411	ARSO	7.01	3
Division 09 - Finishes							
09	NA	NA	Drywall & Framing	56,800	Applegate	32.09	3
09	NA	NA	Resilent & Tile	10,692	Zaharion	6.04	3
09	NA	NA	Acoustical Ceiling	2,821	Martin	1.59	4
09	NA	NA	Painting	4,500	One Call	2.54	3
Division 10 - Specialties							
10	NA	NA	Marker Boards	1,165	Florida	0.65	1
10	NA	NA	Signage	635	Gold	0.35	3
10	NA	NA	Toilet Accessories	1,082	Multiline	0.61	3
10	NA	NA	Walkways	5,422	Canopy	3.06	3
Division 11 - Equipment							
Division 12 - Furnishings							
10	NA	NA	Blinds	2,000	Budget	1.12	1
Division 13 - Special Construction							
Division 14 - Conveying Equipment							
Division 21 - Fire Suppresion							
Division 22 - Plumbing							
22	220000	NA	Plumbing	18,440	Plumbing Co	10.41	3
Division 23 - HVAC							
23	230000	NA	HVAC	70,675	Grimes	39.92	4
	230000	NA	HVAC- Controls	By Owner		0.00	
Division 26 - Electrical							
26	260000	NA	Electrical	30,700	Fastrac	17.34	3
Division 27 - Communications							
Division 28 - Electronic Safety & Security							
Division 31 - Earthwork							
31	311000	NA	Earthwork, Utilies, Paving	2,000	Budget	1.12	1
Division 32 - Exterior Improvements							
32	329600	NA	Irrigation & Landscaping	2,500	Budget	1.41	1
Division 33 - Utilities							
ESTIMATE SUB-TOTAL DIRECT COST=				389,027		166.24	
SUBGUARD INSURANCE 1.250%				4,862		2.75	
CM CONTINGENCY				30,000		16.95	
GENERAL LIABILITY INSURANCE 0.520%				2,204		1.25	
BUILDERS RISK INSURANCE Owner Supplied				0		0.00	
STAFFING COST				29,964		16.93	
SUB-TOTAL WITH INSURANCE				456,057		257.66	
BOND 0.700%				3,192		1.80	
SUB-TOTAL WITH BOND				459,249		259.46	
CM FEE 3.800%				17,451		9.86	
SUB-TOTAL WITH FEE				476,701		269.32	
Direct Owner Purchase - Tax Savings Goal:				0		0.00	
ESTIMATE GRAND TOTAL=				\$476,701		269.32	

CONSTRUCTION MANAGER'S GENERAL CONDITIONS

CHANGE ORDER #2- Adult Education & Polished Concrete

District Project Number: 3108

* CA IS BASED ON 3 MONTHS. LABOR/MATERIAL RATES ARE ACCURATE.

* LUMP SUM UNIT RATES ARE BASED ON PREVIOUS PROJECTS WITH MARTIN COUNTY SCHOOL DISTRICT.

* ALL GENERAL CONDITIONS ARE REINBURSABLE TO MARTIN COUNTY SCHOOL DISTRICT.

PH CODE	LIST OF GENERAL CONDITIONS	Qty	Unit	Labor/Material	Totals
003132	Geotechnical Survey	0	1000	\$ 2,000.00	\$ -
007305	Ground Penetrating Radar & Misc Expenses	0	LS	\$ 2,000.00	\$ -
011413	ID Badges	2	EA	\$ 78.00	\$ 156.00
012712	Office Supplies	0.5	LS	\$ 500.00	\$ 250.00
012712	Blueprints & Copies	0.25	LS	\$ 1,200.00	\$ 300.00
012812	Pirtle Computer (Network Support, Software, Hardware)	0	LS	\$ 12,204.50	\$ -
012811	Copy & Fax	2	LS	\$ 150.00	\$ 300.00
013223	Survey & Layout	0.5	LS	\$ 1,500.00	\$ 750.00
013233	Progress Photos (Ground & Aerial)	3	EA	\$ 125.00	\$ 375.00
013412	Travel Expense (Superintendent)	0	LS	\$ 700.00	\$ -
014516	Quality Control Program	0.5	LS	\$ 1,200.00	\$ 600.00
015114	Generators Fuel	0	LS	\$ 500.00	\$ -
015116	Fire Extinguisher (Temp)	3	EA	\$ 80.00	\$ 240.00
015133	Phones	0	Month	\$ 400.00	\$ -
015212	Field Office Rental	0	Month	\$ 275.00	\$ -
015211	Field Office Setup	0	EA	\$ -	\$ -
015213	Field Office Janitorial	0	Month	\$ 50.00	\$ -
015214	Temporary Storage Containers (each)(1 Unit)	3	Month	\$ 75.00	\$ 225.00
015214	Temporary Storage Containers (Deliver/Pickup)	1	LS	\$ 230.00	\$ 230.00
015215	First Aid Supplies	1	LS	\$ 91.43	\$ 91.43
015217	Postage & Courier	2	Month	\$ 50.00	\$ 100.00
015219	Portable Toilets (2 unit =130/month)	2	Month	\$ 130.00	\$ 260.00
015219	Holding Tanks (Trailer)	0	Month	\$ 300.00	\$ -
015220	Safety	1	EA	\$ 500.00	\$ 500.00
015221	Water, Ice & Cups	4	Week	\$ 75.00	\$ 300.00
015412	Small Tools	0.5	LS	\$ 800.00	\$ 400.00
015420	Service Vehicles (Gas & Maintenance)	0.5	LS	\$ 500.00	\$ 250.00
015626	Temporary Fencing, Gates, Windscreen	500	LNFT	\$ 7.48	\$ 3,740.00
015636	Temporary Wood Partitions (8'high)	300	LNFT	\$ 21.18	\$ 6,354.00
015639	Irrigation & Sod Repair	1000	SQFT	\$ 0.22	\$ 220.00
015716	Rodent Control	0	LS	\$ 250.00	\$ -
015813	Job Signs	0.3	LS	\$ 3,000.00	\$ 900.00
017312	General Purpose Labor	1	LS	\$ 2,500.00	\$ 2,500.00
017311	General Purpose Carpentry	1	LS	\$ 2,500.00	\$ 2,500.00
017413	Daily Cleanup	10	Week	\$ 760.00	\$ 7,600.00
017419	Trash Dumpsters & Fees	20	Load	\$ 300.00	\$ 6,000.00
017420	Trash Hauling Equipment (Pirtle)	0	LS	\$ 500.00	\$ -
017423	Final Cleaning & Pressure Cleaning	2500	SQFT	\$ 0.45	\$ 1,125.00
017839	As Built/Closeout Documents	0.5	LS	\$ 1,200.00	\$ 600.00
003143	Permit Fees	1	LS	\$ 800.00	\$ 800.00
003144	NPDES State Permit	0	LS	\$ 400.00	\$ -
				TOTAL = \$	37,666.43

ASSUMPTION & CLARIFICATIONS BY DIVISION

CHANGE ORDER #2- Adult Education & Polished Concrete

District Project Number: 3108

Division: 01 General Conditions

- 1 The CM warrants, without assuming the Project Consultant's responsibilities, that the Contract Documents are consistent, practical, feasible and constructible.
- 2 All permit, impact, inspection, threshold, commissioning, test & balance and material testing fees shall be provided and paid for by the Owner.
- 3 We exclude all costs for any special easement agreements or other accessibility issues with neighboring property owners or governing agencies, if applicable.
- 4 Builder's Risk shall be provided and paid for by the Owner.
- 5 We exclude all costs for materials and labor for moving or relocating any school furniture, fixtures, equipment, or personal property. We cannot be responsible for lost, damaged, or stolen equipment.
- 6 We assume that the selection of all building materials and color selections will be from the specified manufacturers' standard building material types and standard color selections, unless noted otherwise in the Contract Documents and/or Qualifications listed herein. Special order colors are not included in this Change Order.
- 7 The start of construction is constrained by MCS D issuance of a Permit provided by MCS D Building Official. The Architect is responsible to provide MCS D Building Official with Signed & Sealed permit drawings and specifications in accordance with the dates established in the Project Schedule.
- 8 The start of construction is constrained by MCS D issuance of a Purchase Order and a Notice to Proceed.
- 9 General Conditions items are estimates based upon previously completed work. Actual amounts may vary due to the scope of work in this phase. It is not our intent to guarantee any one line item or the estimated total for General Conditions. Contingency will be used for authorized general condition items that require additional funding.
- 10 All work will occur during regular daytime working hours. Connections and outages will be scheduled for either evenings, weekends, or non-school days.
- 11 We assume that all existing underground and aboveground utilities have been accurately referenced on the Contract Documents. We exclude all relocation and/or special construction costs related to existing underground and aboveground utilities.

Division: 02 Demolition

Division: 03 Concrete

- 1 Concrete work includes slab for new plumbing within new restroom location, slab at mechanical room for new pipes only, and sidewalk for new canopy. Additionally, the concrete work includes pouring a header for new storefront doors & windows.

Division: 03 Polished Concrete

- 1 Polished Concrete scope includes allowance for saw cutting and joint filler. Subcontractor pricing is based on basic layout. Layout design has not been provided by MCS D or HADP.
- 2 Concrete for Polished Concrete area shall be provided per Drawdy's email per the request of MCS D (David Spears). The mix will be without any fly ash or slag and a max air of 3%.

Division:	04 Masonry
Division:	05 Light Gauge Steel Truss Systems
Division:	06 Rough Carpentry
	1 A budget for rough carpentry is provided for miscellaneous carpentry work, general trades, and unforeseen items. A contingency authorization will be required.
Division:	06 Casework
	1 Casework amount includes laminate selection from standard colors.
Division:	07 Caulking and Sealants
	1 Caulking and Sealants includes: caulking at exterior doors, control joints, and miscellaneous caulking and sealants in areas as required.
Division:	08 Door and Hardware Installation
Division:	08 Supply Hollow Metal Frames, Doors & Hardware
	1 Door supply includes wood doors stain from factory. Finish color shall be standard.
Division:	08 Windows, Glazing and Storefronts
	1 Window frame finish is provided as mill finish
Division:	09 Framing, Drywall and Stucco
Division:	09 Ceramic and Quarry Tile
Division:	09 Acoustical Ceilings and Sound Panels
Division:	09 Resilient Flooring and Carpet
Division:	09 Painting
Division:	10 Marker & Tack Boards
	1 Includes (1) 16" markboard.
Division:	10 Signage
Division:	10 Toilet Partitions
Division:	10 Cubicle Curtains
Division:	10 Fire Extinguishers and Cabinets
Division:	10 Metal Shelves & Lockers
Division:	10 Aluminum Walkway Covers
	1 Walkways are not connected to underground storm drainage. Permit drawings do not include and civil drawings.
Division:	11 Foodservice Equipment
	1 Alternates - Not Approved: Alternate 1101 was included during the bidding phase but was not approved by the Owner. Refer to the Alternate Summary for a description of this alternate.
Division:	12 Horizontal Louver Blinds
Division:	12 Bike Racks
Division:	21 Fire Protection
	1 Change Order does not include any above ceiling fire sprinkler work or underground fire main work.
Division:	22 Plumbing
Division:	23 HVAC
	1 Change Order does not include Commissioning for HVAC. This scope of work shall be provided by the Owner.
	2 Change Order does not include HVAC controls or EMS controls. These items shall be provided by the Owner.
	3 Change Order includes a \$1,200 allowance for Test & Balance.
	4 Change Order only includes modification of AHU-2 cooling coil.

Division: 26 Electrical

1 Change Order includes Bright link projection system.

Division: 31 Earthwork

Division: 32 Exterior Improvements - Fencing & Gates

Division: 32 Exterior Improvements - Irrigation & Landscaping

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
03	NA	NA	Concrete	8,680	One Call	3	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	S/Unit	Quantity	Smiley	One Call	Pirtle	Bidder 4	Bidder 5	Bidder 6	Bidder 7
Concrete Slab			6,000	5,880	6,200				
New sidewalk for canopy			Yes	Yes	Yes				
Concrete slab at Mech room			Yes	Yes	Yes				
Concrete slab at new restrooms			Yes	Yes	Yes				
Fill Cells			2,700	2,800	2,900				
Storefront Windows & Doors									
		TOTALS:	8,700	8,680	9,100				
		BEST BASE BID COMBINATION:	8,680	One Call					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
03	NA	NA	Polished Concrete	57,107	T&S	3	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	\$/Unit	Quantity	One Call	Coastal	T&S	Bidder 4	Bidder 5	Bidder 6	Bidder 7
1st fl- Corridors			24,436	16,979	28,855				
1st fl- Stair Landings			7,295	12,988	Included				
2nd fl- Corridors			24,971	14,132	24,105				
2nd fl- Stair Landings			2,570	11,879	Included				
Color			Yes	Yes	Yes				
Saw Cutting - Allowance			6,000	6,000	6,000				
Joint Fill- Allowance (\$3.00/ft)			10,000	10,000	10,000				
Generator			NA	NA	NA				
*Stair Threads- NIC per MCSD.									
*Pattern- MCSD will supply. Pricing may need to be adjusted base on final pattern layout.									
*Vinyl base will be installed per GMP scope.									
<u>Pirtle Takeoff</u>									
1st fl- Corridors		5,430							
1st fl- Stair Landings		1,621							
2nd fl- Corridors		5,549							
2nd fl- Stair Landings		571							
Total SFT		13,171							
\$60/roll. 1 roll=300sft. 53 Rolls. Include visqueen under Board. Amount \$4,200 Accepted by MCSD Via CCA 19.	includes 20% repair/dame	15,805							
VCT- Credit for GMP Scope			(11,853)	(11,853)	(11,853)				
Concrete 2nd fl- Option #2 (mix design per Drawdy, accepted by MCSD- David Spears). Amount \$4,245.00 Accepted by MCSD via CCA 19.									
TOTALS:			63,419	60,125	57,107				
BEST BASE BID COMBINATION:			57,107	T&S					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
06	NA	NA	Millwork	21,811	Design	3	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	S/Unit	Quantity	Design	Designer Spc	IPJ	Bidder 4	Bidder 5	Bidder 6	Bidder 7
Cabinets			21,811	37,725	32,430				
Base Cab			Yes	Yes	Yes				
Upper Cab			Yes	Yes	Yes				
Shelving			Yes	Yes	Yes				
Reception Desk			Yes	Yes	Yes				
Locks			Yes	Yes	Yes				
TOTALS:			21,811	37,725	32,430				
BEST BASE BID COMBINATION:			21,811	Design					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
08	NA	NA	Door- Installation	840	HRC	5	10/11/12	3108

SCOPE OF WORK

SUBCONTRACTORS

Base Bid Description	\$/Unit	Quantity	HRC	TQS	SPS	Key Mart	One Call	Bidder 6	Bidder 7
Door- Installation			840	1,000	1,340	1,200	2,500		
Doors			Yes	Yes	Yes	Yes	Yes		
Hardware			Yes	Yes	Yes	Yes	Yes		
TOTALS:			840	1,000	1,340	1,200	2,500		
BEST BASE BID COMBINATION:			840	HRC					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
08	NA	NA	Door- Supply	10,910	Key Mart	4	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	\$/Unit	Quantity	Next Door	SPS	Key Mart	One Call	Bidder 5	Bidder 6	Bidder 7
Door- Supply			18,860	17,455	10,910	15,000			
HM Door Frames		7	Yes	Yes	Yes	Yes			
Wood Door		7	Yes	Yes	Yes	Yes			
Borrowed Lite Frames		1	Yes	Yes	Yes	Yes			
Hardware		7	Yes	Yes	Yes	Yes			
TOTALS:			18,860	17,455	10,910	15,000			
BEST BASE BID COMBINATION:			10,910	Key Mart					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
08	NA	NA	Glazing & Storefront	12,411	ARSO	3	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	\$/Unit	Quantity	Stuart G	ARSO	Cherokee	Bidder 4	Bidder 5	Bidder 6	Bidder 7
Storefronts			14,849	12,411	17,100				
W-10			Yes	Yes	Yes				
W-10A			Yes	Yes	Yes				
W-11			Yes	Yes	Yes				
Glazing			Yes	Yes	Yes				
TOTALS:			14,849	12,411	17,100				
BEST BASE BID COMBINATION:			12,411	ARSO					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
10	NA	NA	Fire Extinguishers	414	Multiline	2	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	S/Unit	Quantity	Multiline	Metro	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7
			414	865					
TOTALS:			414	865					
BEST BASE BID COMBINATION:			414	Multiline					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
10	NA	NA	Walkways	5,422	Canopy	3	10/11/12	3108

SCOPE OF WORK

SUBCONTRACTORS

Base Bid Description	\$/Unit	Quantity	Canopy	Peachtree	Dittmer	Bidder 4	Bidder 5	Bidder 6	Bidder 7
Walkway			5,422	12,384	14,000				
TOTALS:			5,422	12,384	14,000				
BEST BASE BID COMBINATION:			5,422	Canopy					

MCHS PH IIIA- New Classroom Bldg

Pirtle Construction Company

Pirtle Estimate: CO #2

SUBCONTRACTOR BID EVALUATION

Division	Spec Code	Bid Package	Scope of Work	Best Bid Amount	Name of Bidder	Num of Bidders	Date of Bid	Project Number
31	311000	NA	Earthwork, Utilities, Paving	2,000	Budget	1	10/11/12	3108

SCOPE OF WORK			SUBCONTRACTORS						
Base Bid Description	\$/Unit	Quantity	Budget	Bidder 2	Bidder 3	Bidder 4	Bidder 5	Bidder 6	Bidder 7
			2,000						
TOTALS:			2,000						
BEST BASE BID COMBINATION:			2,000	Budget					

Bid Acknowledgement:

SDPBC _____ Date

Pirtle Construction _____ Date

Harvard Jolly _____ Date



School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012

Agenda Item # 17.10

1. AGENDA ITEM: Martin County High School -- Demolition of Buildings 3, 4, and 7 and Remodeling of Buildings 6 and 82 -- Approval of A/E Fee Proposal
X appropriate box(s): X New [] Renewal [] Addenda [] Presentation [] Grant \$

2. BACKGROUND INFO./STAFF RECOMMENDATION: Existing spaces in Building 6 and Building 82 need to be remodeled to accommodate new testing labs and students being relocated from Buildings 3, 5 and 7 which are to be demolished this summer. A/E Design fee proposal is \$75,067.00. STAFF RECOMMENDS APPROVAL.

3. FINANCIAL IMPACT:
Is there a financial impact (Finance Review Required)? X YES [] NO
Is funding provided in approved budget? X YES [] NO
What additional funding is required? N/A Indicate Amount
Source:

4. REQUIRED SIGNATURES: By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: David R. Spear, AIA
Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Signature

Legal Review: [X] REQUIRED [] NOT REQUIRED

Signature

5. SUPERINTENDENT RECOMMENDS APPROVAL: [X] YES [] NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09

AIA[®] Document G802[™] – 2007

Amendment to the Professional Services Agreement

Amendment Number: 015

TO: Mr. David R. Spear, AIA, Construction Manager
(Owner or Owner's Representative)

In accordance with the Agreement dated: In accordance with the Agreement dated: November 01, 2002. Scope of original Agreement is further amended and agreed that A/E will comply with provisions contained in AIA B101-2007 as revised September 15, 2009. A/E further agrees to comply with 2010 Florida Building Code, and 2008 National Electrical Code. A/E shall incorporate Owner's District Design Guidelines and Guideline Specifications, and comply with Construction Specifications Institute's Master Format 2010 six digit Numbering System.

BETWEEN the Owner:

(Name and address)

The School Board of Martin County
500 East Ocean Boulevard
Stuart, FL 34994

and the Architect:

(Name and address)

HKS Architects, Inc.; Florida License #AA F000119
201 Alhambra Circle, Suite 800
Coral Gables, FL 33134
Ph: 305.476.1102

for the Project:

(Name and address)

Martin County High School
Project No. 16400
2801 S. Kanner Hwy
Stuart, FL 34994

Authorization is requested

- to proceed with Additional Services.
 to incur additional Reimbursable Expenses.

As Follows:

HKS will provide A/E Design and construction phase services for miscellaneous renovation and remodeling work as follows;

Remodeling in Building 6 - to include four additional computer labs.

Demolition of Building 3, 4 and 7 - to include demoliton of 35,000 sq. ft.

Renovation of Building 82 - to include new ROTC, Conference Room, Art/Photo Lab and P.E. Labs.

These services are described in the attached proposals dated November 30, 2012.

The following adjustments shall be made to compensation and time.

(Insert provisions in accordance with the Agreement, or as otherwise agreed by the parties.)

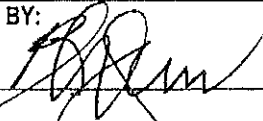
Compensation:

Compensation to HKS for A/E Design and construction phase services for miscellaneous renovation and remodeling work will be on the basis of a Lump Sum Fee of:

Seventy Five Thousand and Sixty Seven Dollars. (\$75,067.00).

Time:
60 Days from Notice to Proceed

SUBMITTED BY:



(Signature)

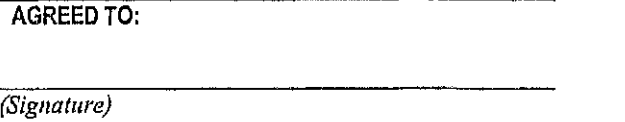
R. CRAIG WILLIAMS, SR. V.P.

(Printed name and title)

4 DECEMBER 2012

(Date)

AGREED TO:



(Signature)

Maura Barry-Sorensen, Chair

(Printed name and title)

December 4, 2012

(Date)



ERNESTO JOSE QUANT, AIA
ASSOCIATE

November 30, 2012

Mr. David Spear, AIA
Martin County School District
1050 East 10th Street
Stuart, Florida 34996

Re: Martin County High School
HKS Architects, Inc. Project Number 16400.004

Dear Mr. Spear:

HKS Architects, Inc. is pleased to submit to Martin County School District, ("Client"), our professional design services proposal for renovation of Building 82 - Health Lab/Classroom to an ROTC Classroom, Art Lab and P.E. Health Lab at Martin County High School, located in Stuart, Florida, (the "Project").

Scope of Services

HKS will provide architectural, mechanical, electrical, and plumbing engineering ("MEP"), structural engineering and civil engineering services as described in this proposal for the Project. HKS will retain the services of the following consultants with their disciplines shown:

- OCI Associates – MEP engineering
- M.A. Suarez & Associates, Inc. – Structural engineering
- C. Calvert Montgomery & Associates - Civil engineering

Services will be provided as defined in AIA Document B-101, Standard Form of Agreement Between Owner and Architect, 2007 Edition, with standard HKS modifications, a copy of which is attached and the terms and conditions incorporated. Upon acceptance of this proposal, it shall serve as our contract.

The scope of the professional services is limited to the following:

- Programming meetings (limit 2)
- Construction Documents
- Project Manual
- Construction Administration

Project Scope Detail

The Project scope for these services is as follows:

- Demolition Plan for old Health Lab, storage area and existing classroom at Bldg. 82.
- Building Design for new ROTC Classrooms and Conference Room.
- Design of Fire Protection for ROTC Classroom, Conference Room, Art Lab/Photo and P.E. Health Lab.
- Life Safety Plans
- Structural details for enclosed doors and windows

Mr. David Spear, AIA
November 30, 2012
Page 2

Schedule

Upon receipt of a signed proposal HKS will begin the design services within 5 days. The proposed schedule is as follows:

- Programming - December 2012
- Construction Documents - February 20, 2012

These dates are contingent upon receiving a signed agreement by December 20, 2012. In the event the schedule is extended due to causes not within the control of HKS, our compensation will be equitably adjusted to account for the additional time in accordance with HKS then current hourly rate schedule.

Fees, Payment and Estimate Construction Cost

The estimate construction cost for these services is 5,800 sq. ft. at \$65.00/sq. ft. currently at \$377,000.00. Compensation to HKS and its consultants for these services shall be 9.24% of the estimated construction cost, currently equaling \$38,090.00. . The hourly breakdown, DMS Fee Curve, and consultants' proposals are attached for your reference.

HKS will invoice for services on a monthly basis, with payment due upon receipt of invoice. Invoices for which payment are more than thirty days past due will accrue interest at the rate of seven percent per annum.

Client agrees to pay HKS for services rendered pursuant to this contract.

Additional Consultants

If the services of consultants other than any included in the Scope of Services given above are required and in the event Client request these consultants be retained by HKS, HKS will invoice these additional consultants at one and fifteen one hundredths times the amount invoiced HKS by the consultants. HKS reserves the right to qualify and select any consultants who will be under HKS contract.

Termination

In the event Client abandons the Project at any time or elect to terminate our services, HKS shall be paid for services performed and reimbursable expenses incurred up to the date of our receipt of your written notice of termination. HKS reserves the right to suspend services if payment for compensation and expenses is not received within thirty (30) days of receipt of our invoice.

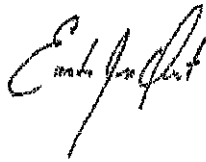
Copyright

The Program, Drawings, Specifications, and other documents, and the designs prepared by HKS for this Project are instruments of service for use solely with respect to this Project. HKS shall retain all common law and statutory intellectual property rights in and to the instruments of service. No modifications to the instruments of service shall be made without notification to and authorization of HKS and its consultants. HKS grants to Client a license to use the instruments of service for use with respect to this Project upon payment in full for compensation and reimbursable expenses.

If the terms of this proposal are acceptable, please acknowledge your acceptance by executing this proposal and returning one copy to my attention.

Mr. David Spear, AIA
November 30, 2012
Page 3

Best Regards,



ERNESTO JOSE QUANT, AIA

AGREED AND AUTHORIZED:

This _____ day of _____, 2012

By: Martin County School District

Signature

Title

cc: Mr. Julian Angel
Mr. William M. Brown
Ms. Kim Cooper

G. CARNEY MONTGOMERY & ASSOCIATES, INC.
 ENGINEERS
 ARCHITECTS

G. Carney Montgomery, P.E.
 Arthur Sperry, P.E. - P.L.S.
 Fred Letto
 Scott Montgomery, P.E.
 David Brown, M.S.

November 28, 2012

PROPOSAL FOR CIVIL ENGINEERING SERVICES

TO: Mr. Ernesto Quant, RA
 HADP Architecture, Inc.
 201 Alhambra Circle
 Suite 800
 Coral Gables, FL 33134

**Re: Martin County High School
 Water Supply for Fire Protection System
 Health/ROTC Building**

DESCRIPTION OF PROJECT

Prepare plans for providing water supply to a point of connection (Double Detector Check Valve) determined by the Fire System Designer. Fire System Designer will determine flow requirements, size of DDCV, and location/orientation of the Fire Department Connection (FDC), etc.

DESIGN/CONSTRUCTION DRAWING PHASE

- Prepare current, updated plan of existing conditions, including newly constructed utilities and utilities currently under construction.
- Prepare design drawings for connection of proposed water supply line to existing water lines. Plans will include any sitework restoration requirements.
- Prepare utility and sitework construction details and specifications.
- Furnish and exchange information and drawing files with the Client, Owner & Construction Manager as necessary for permitting, contract administration, etc.

CONSTRUCTION PHASE & PROJECT CLOSE-OUT

- Coordination with Client, Owner & Construction Manager prior to commencing construction.

- Perform inspections of sitework.
- Obtain as-built survey data & Prepare Record Drawings

ENGINEER'S COMPENSATION SCHEDULE

Design/Construction Drawing Phase	\$ 2,500.00
Construction Phase & Project Close-out	<u>\$ 750.00</u>

TOTAL FEE: \$ 3,250.00

EXCLUSIONS/CLIENT RESPONSIBILITIES/ITEMS PROVIDED BY OTHERS

- Geotechnical Investigations and Testing as may be required.
- Construction survey layout..
- Maintenance of Traffic measures, construction zone fencing, etc. as may be required during the construction project.

We appreciate the opportunity to provide this proposal. Please do not hesitate to call if there are any questions.

Sincerely,

C. Galvert Montgomery & Associates, Inc.

Scott Montgomery
 Scott Montgomery, P.E.

Accepted by:

HADP Architecture, Inc.

Client's Signature	Title	Date
--------------------	-------	------

29 November 2012

Mr. Ernesto Quant
HADP ARCHITECTURE, INC.
201 Alhambra Circle, Suite 800
Coral Gables, Florida 33134

Re: Professional Services Fee Request
MEP Engineering for Interior Renovation of Old Health Lab
Martin County High School, Stuart, Florida

OCI Associates, Inc., is pleased to present our fee proposal for the above referenced project. Following is a scope of work and compensation for the project. If the proposal is acceptable, please sign and return a copy for our files.

Scope of Work:

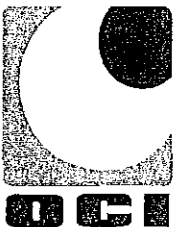
Our basic scope of work will be to provide MEP/FP design engineering for the interior modifications as depicted in your email of 11/26/12. Our scope of work will include the following:

1. Field Investigation
2. MEP/FP Construction Documents and Specs
3. Responses to any Review Comments
4. CA Services such as Shop Drawing Review, RFI's and up to 2 Site Visits for Observation of Work, during Construction.

Compensation for Services:

Our fee for the listed services will be Seven Thousand Five Hundred Sixty Dollars (\$7,560.00) and will be based on the following man hours:

Mechanical Engineering	24 Hours x \$135.00 = \$3,240.00
Electrical Engineering	24 Hours x \$135.00 = \$3,240.00
Plumbing/Fire Protection	8 Hours x \$135.00 = \$1,080.00



Reimbursable Expenses:

Costs associated with printing/reproduction and shipping/delivery methods shall be considered reimbursable expenses and will be billed at actual cost.

Additional Services:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at with time a proposal for additional services will be provide.

Thank you very much for this opportunity. Should you have any questions or require further clarification, please do not hesitate to call.

Respectfully,

James Burchard

James Burchard
Senior Project Manager
OCI Associates, Inc.

Accepted by _____
Name _____
Date _____

3 December 2012

Mr. Ernesto Quant
HADP Architecture, Inc.
201 Alhambra Circle, Suite 800
Coral Gables, Florida 33134

Re: Professional Services Fee Request
MEP/FP Engineering for New Art and PE Health Labs
Building 82 Interior Renovation
Martin County High School, Stuart, Florida

OCI Associates, Inc., is pleased to present our fee proposal for the above referenced project. Following is a scope of work and compensation for the project. If the proposal is acceptable, please sign and return a copy for our files.

Scope of Work:

Our basic scope of work will be to provide professional MEP/FP Engineering for an interior renovation of approximately 3,000sf. The space will be converted into a new PE/Health Classroom, a Art Lab and Photo Lab

Compensation for Services:

Our fee for the listed services will be Seven Thousand Five Hundred Dollars (\$7,500.00), plus customary reimbursable expenses such as printing/reproduction and shipping/delivery methods.

Additional Services:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at with time a proposal for additional services will be provide.

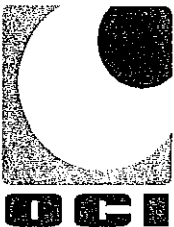
Please let me know if you have any questions.

Respectfully,

Randy Stewart

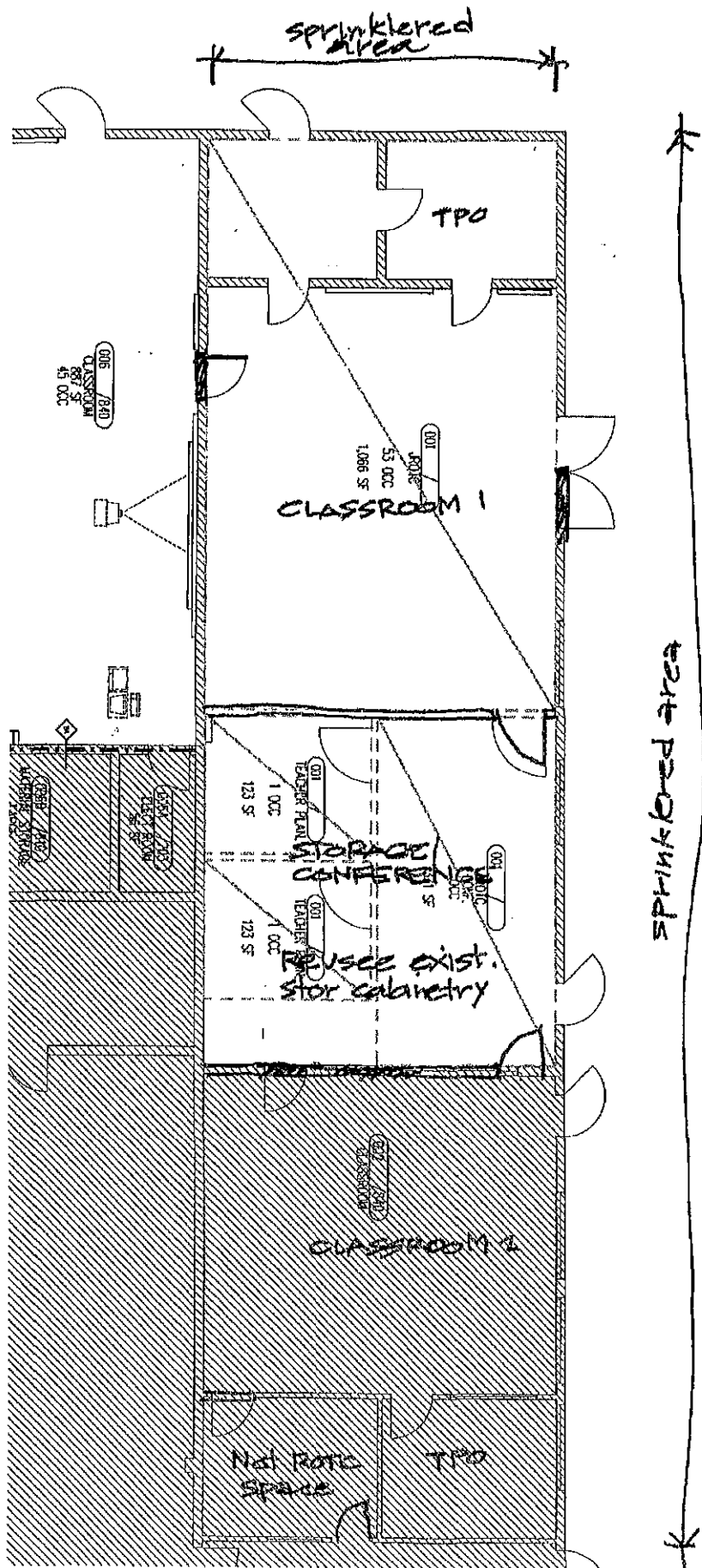
Randy Stewart
Principal
OCI Associates, Inc.

Accepted by _____
Name _____
Date _____

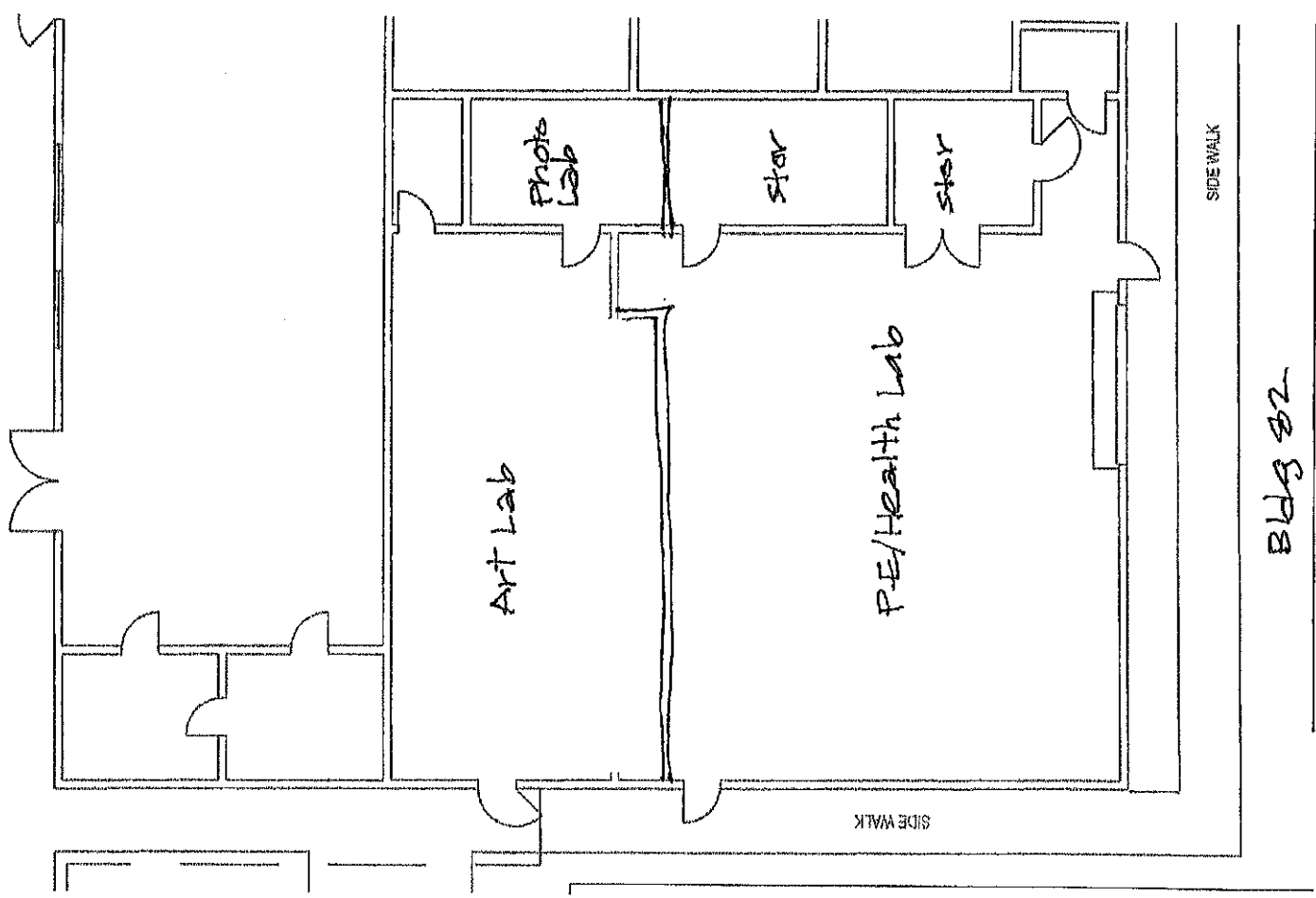


ATTACHMENT "A"
FEE CALCULATIONS FOR BLDG. 112 MODIFICATION AT MARTIN
COUNTY HIGH SCHOOL

Fee Breakdown	hrs	cost	Total HKS fees	Total Eng. Fees	Total A/E fee not including civil fee
Irrigation				\$0.00	
Structural	10	\$0.00		\$0.00	
MEPF	100.4	\$150.00		\$15,060.00	
Const. Doc. - PM - Design & development - Quality Assurance - Coordination w/ MCS D / response to comments	65	\$150.00	\$9,750.00		
Construction Documents - CADD	75	\$80.00	\$6,000.00		
Distribution	2	\$80.00	\$160.00		
Reproducibles	2	\$100.00	\$200.00		
Courier / FEDEX	0	\$90.00			
Construction Adm.	20	\$150.00	\$3,000.00		
Site visits	1	\$500.00	\$500.00		
Update as-builts	2.2	\$75.00	\$170.00		
Sub-Total			\$19,780.00	\$15,060.00	\$34,840.00
Civil / Survey					\$3,250.00
Total Fee					\$38,090.00



ROTC Proposed Layout



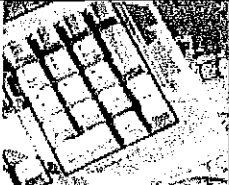
→ 2

2B SPB
BLG 82

Fee Guide Calculator

For Architectural and Engineering Services

State of Florida, Department of Management Services



Version Posted: March 2012

Project Name:							
CONSTRUCTION COST FOR BUILDING (Sitework Not Included)	COMPLEXITY GROUP - PERCENTAGE						
	A	B	C	D	E	F	G
\$ 377,000	10.09%	9.19%	9.24%	8.31%	7.42%	6.55%	11.16%
CALCULATED FEE	\$38,025	\$34,644	\$34,840	\$31,314	\$27,974	\$24,679	\$42,073

Instructions: Fill in probable construction cost at left and push enter key.

GROUP DEFINITIONS:

- "A" - CONSIDERABLY MORE THAN AVERAGE COMPLEXITY: Complex Laboratories, Medical Hospitals
- "B" - MORE THAN AVERAGE COMPLEXITY: Average Laboratories, Mental Hospitals, Simple Medical Hospitals, Clinics, Court Houses, Theatres, Complex University Buildings, Special Purpose Classrooms, Laboratory Classrooms, Libraries, Auditoriums, Museums, Air Terminals, Food Service Facilities, Specialized Detention Areas, Detention-Treatment Areas, Residences, Emergency Management Centers
- "C" - REPAIRS AND RENOVATIONS: Miscellaneous Repairs and Renovations, Alterations to Office Space or Dormitory Space, Fire Code Corrective Work
- "D" - AVERAGE COMPLEXITY: General Office Space, General Teaching Space, Gymnasiums, General Detention Living Facilities, Factory Buildings
- "E" - LESS THAN AVERAGE COMPLEXITY: Apartment Buildings, Dormitory Buildings, Service Garages, Stadiums, Repetitive Design Facilities, Office Buildings With Undefined Interior Space (open for later partitioning), Specialized Parking Structures
- "F". CONSIDERABLY LESS THAN AVERAGE COMPLEXITY: Warehouses, Parking Garages, Storage Facilities
- "G" - BUILDING ENGINEERING SERVICES: Mechanical, Electrical and Structural not exceeding \$1,000,000 in construction (Not including Site Civil)

ADDITIONAL SERVICES & EXPENSES:

The following services are considered Additional to Basic Services and are not included within the basic fee represented by the fee guides:

- | | |
|---|--|
| <ul style="list-style-type: none"> -Feasibility Studies/ Analysis -Facility Programming -Master Planning -Soils Investigations/Reports -Surveys -Topographic/Boundary Vegetation/Improvements/Utilities -Measured Drawings of Existing Facilities -Existing Facilities Analysis -Toxic Substance Mitigation Surveys and Consultation -Site Environmental Assessments -Site DRI, PUD, Site Plan Review and/or Zoning Modifications -Traffic Analysis and Traffic Signal Warrant Studies -Civil Engineering Design including Paving/Grading/Utilities <li style="padding-left: 20px;">/Drainage/Stormwater Management/Environmental & All Site Permitting -Existing Site Utility Infrastructure Improvements -Site Lighting Design -Landscape Architectural & Irrigation Design -Specialty Consultants <ul style="list-style-type: none"> Voice/Data Communications; Electronic/Audio Visual; Food Service Equipment; Hazardous Material; Hospital/Laboratory; Interior Design; Indoor Air Quality; Quality Control; Theater/Acoustical; Security -Life Cycle Cost (ROI) and/or Federal DOE Energy Analysis | <ul style="list-style-type: none"> -LEED Consultation -Graphic and Signage Design -Special Code Reviews including ACHA -Detailed Cost Estimates -Documents Prepared For: <ul style="list-style-type: none"> -Alternate Bids Exceeding Contract Scope -Excessive Change Orders -Multiple Construction Contracts -Record Documents/As Builts -Prolonged Construction Contract Administration Services -Structural Threshold Inspections -Project Representation During Construction Beyond Bi-Monthly Administration -Additional Construction Contract Administration Services for Multiple Contracts -Building Commissioning and Training Services -Post Occupancy Inspections/ Evaluations -Renderings/ Models - Substantive Changes to Scope, Size or Complexity -Owner Requested Changes to Approved Documents -Reimbursable Expenses* <ul style="list-style-type: none"> Including, but not limited to, reproduction/ printing costs, travel expenses and special mail service expenses |
|---|--|

* As defined in the Division of Real Estate Development and Management Form of Agreement Between Owner and Architect - Engineer.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **20.01**

1. **AGENDA ITEM:** Discuss Preference on Bids for In-house or Contract for Outside School Board Attorney

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** In order for the Board to discuss and make a decision on the position of school board attorney, attached are the job description along with an analysis of attorney's fees prepared by Sean Lewis.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)?	YES	NO
Is funding provided in approved budget?	YES	NO
What additional funding is required?	Indicate Amount \$ _____	
	Source: _____	

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Maura Barry-Sorenson, Chair _____
Type or Print Name Signature

Director/Principal: _____
Type or Print Name Signature

Exec. Director or Asst. Superintendent: _____
Type or Print Name Signature

Finance Review: _____
Type or Print Name Signature

Legal Review: REQUIRED NOT REQUIRED _____
Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO N/A

All lines must be filled in or note N/A and initial. Use Times New Roman 12. Form Revised 11/30/09

SCHOOL BOARD OF MARTIN COUNTY

JOB DESCRIPTION

School Board Attorney

QUALIFICATIONS:

- (1) Member in good standing of the Florida Bar for at least five years.
- (2) Admitted to practice before the United States District Court for the Southern District of Florida, or if not admitted, application will be made in no greater than sixty days after hire.
- (3) Minimum of five years local government, administrative law, or school law experience.
- (4) Experience in civil litigation and administrative agency proceedings.

KNOWLEDGE, SKILLS AND ABILITIES:

Demonstrated ability to represent and advise the School Board in such areas as the Florida School Code, the Florida Administrative Procedures Act, State Board of Education rules, civil rights law, the Florida Code of Ethics for Public Officers and Employees, labor law, the Florida public records and sunshine laws, public bidding and contracting, public finance, real estate law (transactions, eminent domain, litigation and land use), special education law, and student discipline, due process proceedings, suspension and dismissal of personnel, competitive procurement of goods and services and the application of Chapter 120, Florida Statutes, rights-of-way, easements, conflicts and agreements with other governmental agencies relating to land use and utilities, school boundaries, zoning, platting, water management, concurrency and land use plans, TRIM timelines and TRIM advertisements, Invitations for Bids and Request for Proposals, bid protests, negligence claims, early childhood education and counseling, and claims of discrimination.

Ability to use computers and computer software.

REPORTS TO: School Board

JOB GOAL

To effectively represent the School Board and to advise and represent the administration and staff of the school district except where a conflict of interest may preclude such representation.

PERFORMANCE RESPONSIBILITIES:

- *(1) Advise the School Board as requested.
- *(2) Advise and counsel the Superintendent and Staff.

- *(3) Review and approve all real estate, construction and service agency contracts.
- *(4) Review and update School Board Policy on a regularly scheduled basis.
- *(5) Interpret Federal Statutes, State Statutes and State Board of Education Rules and Regulations.
- *(6) Interpret Sunshine Law, Public Records Act, Student Code of Conduct, Ethics Law, and the Administrative Procedures Act.
- *(7) Provide guidance on the proper guidelines to professional practices.
- *(8) Provide proper legal services of litigation when determined appropriate by the School Board.
- *(9) Attend all regular and special meetings of the School Board.
- *(10) Oversee the acquisition and disposal of real property.
- *(11) Efficiently and professionally manage the School Board Attorney's Office.
- *(12) Provide all interim reports as requested by the School Board.
- *(13) Prepare, through use of computers and computer software, forms, letters, memoranda and pleadings for the School Board when needed.
- *(14) Render other legal services as needed or assigned.
- (15) Perform other incidental tasks or services consistent with the goals of this position.

PHYSICAL REQUIREMENTS:

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

TERMS OF EMPLOYMENT:

Nonbargaining Unit Compensation Plan
 12 months
 8.0 hours per day

EVALUATION:

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

**Essential Performance Responsibilities*

Job Description Supplement Code 2

Sean J. Lewis, CPA, CIA, CFE, CGMA
Internal Auditor

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA

500 East Ocean Blvd • Stuart, Florida 34994 • Telephone (772)219-1200 Ext: 30336 • Email: lewiss@martin.k12.fl.us

Date: December 5, 2012

To: School Board
CC: Laurie Gaylord

From: Sean Lewis, Internal Auditor

Re: Attorney cost analysis

I have prepared a cost analysis of the attorney fees comparing the costs of hiring an attorney as an employee versus hiring a law firm to outsource this responsibility. This analysis is based on labor and is not all inclusive of other potential costs, such as office supplies for an in-house attorney.

The cost per month for an in-house attorney is \$19,069, which includes both the attorney and paralegal. This amount should not change as workload changes. The average monthly bill for outside counsel has been \$20,309 over the first four months of this fiscal year. This amount has varied based on workload sent to the outside counsel. In an effort to conserve legal expenses, access to the outside attorney has been limited. In addition, the in-house attorney has argued cases on behalf of the District which would otherwise likely result in additional fees from outside counsel.

The hourly rate of our in-house attorney was \$110.32 per hour for both the attorney and paralegal combined; and our current legal counsel has averaged \$224.74 per hour. Current counsel rates range from \$175 to \$260 per hour for partners.

The following chart provides a summary:

	In-house full time legal counsel	Outsourced part time legal counsel
Cost per month	\$19,069.44	\$20,309.70
Cost per hour	\$110.32	\$224.74

I have attached supporting documentation to provide additional detail. Please let me know if you would like more detail for these amounts or have any questions.

Laurie Gaylord, Superintendent

School Board Members: Maura Barry-Sorenson • Michael Busha • Michael DiTerlizzi • Rebecca Negron • Marsha Powers
"An Equal Opportunity Agency"

Detail of In-house Legal Counsel Compensation

Attorney Costs:

Salary	129,243.52	
Payroll Taxes		
OASDI	8,013.10	6.20%
Medicare	1,874.03	1.45%
Workers Compensation	1,628.47	1.26%
Employee Benefits		
Medical	7,157.76	
Dental	207.84	
Vision	64.80	
Life Insurance	211.44	
EAP	17.52	
FRS	6,694.81	5.18%
	<u>155,113.29</u>	

Paralegal Costs:

Salary	49,168.40	
Payroll Taxes		
OASDI	3,048.44	6.20%
Medicare	712.94	1.45%
Workers Compensation	619.52	1.26%
Employee Benefits		
Medical	7,157.76	
Dental	207.84	
Vision	64.80	
Life Insurance	211.44	
EAP	17.52	
FRS	2,546.92	5.18%
	<u>63,755.59</u>	

Labor for In-house Legal Services:

Attorney	155,113.29
Paralegal	<u>63,755.59</u>
	<u>218,868.88</u>

Annual Office Costs:

Services	4,415.62
Supplies	5,010.76
Other	538.00
Total	<u>9,964.38</u> **

Cost per month:	18,239.07	830.37
* Cost per hour	110.32	N/A

Total costs per month for both labor and office usage is estimated at \$19,069.44

* Cost per hour is based on 248 day work calendar at 8 hours per day

** Annual office costs is based on the total amounts expended in the 2012 fiscal year and does not include outside attorneys charged to the Board Attorney.

Detail of Outsourced Legal Counsel Costs

Monthly Bills					
	Partner	Paralegal	Fees	No-Charge	Total
July	23,313.00	1,276.00	760.94	(3,787.00)	21,562.94
August	25,635.50	-	370.25	(2,878.50)	23,127.25
September	21,347.50	-	413.30	(1,678.00)	20,082.80
October	18,744.00	-	136.82	(2,415.00)	16,465.82
Total	89,040.00	1,276.00	1,681.31	(10,758.50)	81,238.81

Monthly Hours					
	Partner	Paralegal	Fees	No-Charge	Total
July	91.50	11.60	N/A	(9.80)	81.70
August	103.70	-	N/A	(12.10)	89.40
September	85.20	-	N/A	(6.50)	78.70
October	73.60	-	N/A	(9.50)	64.10
Total Hours	354.00	11.60	N/A	(37.90)	313.90

Average per month:	22,260.00	319.00	420.33	(2,689.63)	20,309.70
Cost per hour	251.53	110.00	N/A	N/A	224.74 *

The average monthly bill is \$20,309.70 for the first four months of the fiscal year. This results in an effective hourly rate of \$224.74 based on the hours worked (both charged and no charged) and the net bill after taking into consideration discounts.

* This includes net partner fees divided by total partner time (both charged and no charge).

Historical Legal Fees for the District with an In-House Attorney

School Year	
2003-2004	135,875.71 *
2004-2005	16,045.08
2005-2006	59,546.94 *
2006-2007	16,031.40
2007-2008	15,800.70
2008-2009	38,313.94
2009-2010	220,415.77
2010-2011	109,548.06
2011-2012	81,558.13
2012-2013	273,035.92 **

* This includes costs for an outside firm for negotiations.

**This includes a settlement payment of \$150,000.

All amounts are the total invoices paid for each fiscal year. For the current fiscal year the total listed is as of December 4th, 2012.

A breakdown is available for the amounts listed for each year, and copies of invoices can be provided for some of the years listed. For years that have exceeded their retention requirement, the invoices have been destroyed in accordance with policy.



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **20.02**

1. **AGENDA ITEM:** Approve Extension of Services with Fox, Wackeen, Dungey, Beard, Bush, Goldman, Kilbride & McCluskey through March 30, 2013

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** On October 30, 2012 the School Board agreed to extend legal services with Fox, Wackeen, Dungey, Beard, Bush, Goldman, Kilbride & McCluskey through December 31, 2012. Further action of the School Board is required to extend services beyond December 31, 2012.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO

Is funding provided in approved budget? YES NO

What additional funding is required? Indicate Amount \$ _____

Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Maura Barry Sorenson, Chair
Type or Print Name

Signature

Director/Principal: _____
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: _____
Type or Print Name

Signature

Finance Review: _____
Type or Print Name

Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

5. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

All lines must be filled in or note N/A and initial. Use Times New Roman 12.

Form Revised 11/30/09



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **20.03**

1. **AGENDA ITEM:** Value Adjustment Board Appointment

X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:** Under Rule 0154 the district has to select a member to serve on the Martin County Value Adjustment Board.

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO
 Is funding provided in approved budget? YES NO
 What additional funding is required? Indicate Amount \$ _____
 Source: _____

4. **SUPERINTENDENT RECOMMENDS APPROVAL:** YES NO

5. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: _____
Type or Print Name Signature

Director/Principal: _____
Type or Print Name Signature

Exec. Director or
 Asst. Superintendent: _____
Type or Print Name Signature

Finance Review: _____
Type or Print Name Signature

Legal Review: REQUIRED NOT REQUIRED
Signature



**School Board of Martin County
Agenda Item Request Form
Board Meeting: December 18, 2012**

Agenda Item # **20.04**

1. **AGENDA ITEM:** Approval of Martin County School Impact Fee – Technical Report
X appropriate box(s): New Renewal Addenda Presentation Grant \$ _____

2. **BACKGROUND INFO./STAFF RECOMMENDATION:**

This item was previously reviewed during a School Board workshop on September 18, and continued from the regular School Board meeting on that same date. The current Martin County School District impact fee schedule has been in place since 2007. State statute requires that local governments review and update their impact fee schedules so “that the calculation of the impact fee is based on current and localized data.” The School District has coordinated the update of the school impact fee with Martin County’s impact fee update. The administrative costs of the program are specified in an Interlocal Agreement with Martin County that is currently 3% of the school impact fee collections.

The attached Technical Report outlines the data and methodology used to update the impact fee schedule. After School Board review and approval, the School Impact Fee Technical Report is transmitted to the Martin County Board of Commissioners for final action. Martin County has tentatively scheduled a County Board Workshop on January 8, 2013, a Local Planning Agency review on January 17, and then a final public hearing by the County Board on February 26, 2013. The approval process requires the School Board to approve the School Impact Fee Technical Report prior to the January 17 Local Planning Agency meeting. **Staff recommends approval of the School Impact Fee Technical Report.**

3. **FINANCIAL IMPACT:**

Is there a financial impact (Finance Review Required)? YES NO
Is funding provided in approved budget? YES NO
What additional funding is required? Indicate Amount \$ _____
Source: _____

4. **REQUIRED SIGNATURES:** By signing below, you are verifying that you have reviewed the item and it is ready for submittal to the Superintendent and School Board respectively.

Requestor: Boyd Lawrence
Type or Print Name

Signature

Director/Principal: Julian G. (Jay) Angel
Type or Print Name

Signature

Exec. Director or Asst. Superintendent: Steve Weil
Type or Print Name

Signature

Finance Review: Bryan Thabit
Type or Print Name

Signature

Legal Review: REQUIRED
 NOT REQUIRED

Signature

SUPERINTENDENT RECOMMENDS APPROVAL: YES NO

THE SCHOOL BOARD OF MARTIN COUNTY, FLORIDA
FACILITIES DEPARTMENT

1050 SE 10th Street, Stuart, Florida 34996 • Telephone (772) 223-3105 • Facsimile (772) 221-4912



SCHOOL BOARD MEMORANDUM

To: Jay Angel, Director of Facilities

From: Boyd Lawrence, Planning Specialist

Date: December 3, 2012

Topic: Recap of recent Martin County Impact Fee Advisory Committee meetings.

During the September 5th impact fee meeting, the Advisory Committee reviewed the School Impact Fee Study – Technical Report (dated August 30, 2012). After about one hour of review and discussion with the consultant, Walter Keller, the Committee voted 7 to 1 (Mr. Towne opposed) to recommend the approval of the methodology used in the Technical Report. In follow-up to that discussion, the Committee voted 6 to 2 (Mr. Hendrickson and Mr. Lawrence opposed) to recommend that the Board “freeze” (maintain) the existing 2007 school impact fees until the next review period due to current economic conditions.

During the November 14th impact fee meeting, the Committee reviewed the Martin County Impact Fee Technical Report containing the remaining public use fee categories. The Committee did not make a final recommendation at that time and is scheduled to do this during the December 12th impact fee advisory committee meeting. Staff will provide the recommendations from that meeting for the Board during the December 18 School Board meeting.

The attached chart was created using the consultant’s technical report data to compare the proposed (2012) residential impact fees against the existing residential fees for all public use categories including the Schools. The bottom of the chart is summarized to indicate that the overall 2012 impact fee schedule for new residential homes will drop, except for homes larger than 2300SF, and those will increase by \$37.50 or 0.25%. This chart gives the School Board an overview of how the proposed School impact fees relate with the overall Martin County impact fee program.

Laurie J. Gaylord, Superintendent of Schools

School Board Members: Maura Barry-Sorenson • Michael J. Busha • Michael DiTerlizzi • Rebecca Negron • Marsha Powers
“An Equal Opportunity Agency”

Residential Impact Fees
2012 Net Change
All Public Use Categories

Residential Unit Size	Proposed Fee	Existing Fee	Net Change
<i>School Impact Fees</i>			
800 SF & Under	3,868.00	3,609.37	258.63
801 to 1,100	5,739.00	5,355.08	383.92
1,101 to 2,300	5,966.00	5,567.39	398.61
2,301 & Over	6,169.00	5,756.12	412.88
<i>Road Impact Fees</i>			
800 SF & Under	1,506.00	2,724.00	(1,218.00)
801 to 1,100	1,523.00	4,027.00	(2,504.00)
1,101 to 2,300	1,870.00	4,209.00	(2,339.00)
2,301 & Over	2,699.00	4,359.00	(1,660.00)
<i>Public Building Fees</i>			
800 SF & Under	524.38	315.00	209.38
801 to 1,100	600.07	469.00	131.07
1,101 to 2,300	825.95	487.00	338.95
2,301 & Over	1,035.48	504.00	531.48
<i>Law Enforcement Fees</i>			
800 SF & Under	264.00	273.00	(9.00)
801 to 1,100	363.00	407.00	(44.00)
1,101 to 2,300	760.00	423.00	337.00
2,301 & Over	991.00	437.00	554.00
<i>Fire Rescue fees</i>			
800 SF & Under	200.00	229.00	(29.00)
801 to 1,100	274.00	342.00	(68.00)
1,101 to 2,300	573.00	355.00	218.00
2,301 & Over	747.00	367.00	380.00
<i>Parks and Rec Fees</i>			
800 SF & Under	1,196.55	1,917.00	(720.45)
801 to 1,100	1,377.09	2,856.00	(1,478.91)
1,101 to 2,300	1,971.91	2,969.00	(997.09)
2,301 & Over	2,699.40	3,069.00	(369.60)
<i>Library Fees</i>			
800 SF & Under	319.48	332.00	(12.52)
801 to 1,100	367.68	495.00	(127.32)
1,101 to 2,300	526.50	515.00	11.50
2,301 & Over	720.74	532.00	188.74
TOTAL	45,677.23	52,899.96	(7,222.73)

<i>All Fee Categories</i>	Proposed Fee	Existing Fee	Net Change
800 SF & Under	7,878.41	9,399.37	(1,520.96)
801 to 1,100	10,243.84	13,951.08	(3,707.24)
1,101 to 2,300	12,493.36	14,525.39	(2,032.03)
2,301 & Over	15,061.62	15,024.12	37.50



Martin County School Board
Impact Fee Update Workshop
September 2012

Study Overview

- Prior School Impact Fee Study in 2007
- Study Performed in-conjunction with County Update
- Legal Basis for Fee - Nancy Stroud, AICP, JD
- Impact Fee Methodology Similar to 2007 Study
- Study Documented in Technical Report



Martin County School Board
Impact Fee Update Workshop
September 2012

Legal Basis For Florida Impact Fees

- Dual Rational Nexus Test (1976)
Home Builders & Contractors of PBC vs BOCC
- Florida Statutes
 - Section 163.3202 – Land Development Regulations
 - Section 380.06 – DRI Impacts
 - Section 163.31801 – FL Impact Fee Act (2006)
 - 2011 Revisions to FL Impact Fee Act



Martin County School Board
Impact Fee Update Workshop
September 2012

Socio – Economic & Enrollment Data Analysis

- 2010 Census for Population & Housing Characteristics
- Study Base Year 2012
- Population Forecasts by UF BEBR & Martin County
- Existing School Enrollment per October 2011
- Public School Enrollment Forecast by Public Pathways



Martin County School Board
Impact Fee Update Workshop
September 2012

Student Station Cost & Financial Analysis -*

- Facilities Inventory per July 2012 FISH LOS Report
- New Student Station Cost Developed From:
 - 10 Year Capacity Improvements
 - Current Station Land Costs & Central Facility Costs
- Analysis of 5 Yr Capital Budget Revenues & Expenditures
- Analysis of New Unit & Vacant Land Millage Credits
- Determination of Net Funding Deficit Per New Student

* - *Relative to Impact Fee Study*



Martin County School Board
Impact Fee Update Workshop
 September 2012

Table 7 - Total Cost per Student Station-*

School/Facility	Cost	Capacity	Cost Per Station
School			
High School 300 Student Exp	\$9,900,000	290	\$34,138
SFHS New Classroom Bldg	\$4,950,000	145	\$34,138
New Elementary School	\$30,000,000	750	\$40,000
Weighted Average			\$37,848.10
Land			
Land Area per Station - Acres			0.0310
Land Cost per Acre			\$42,351
Land Cost per Station			\$1,311.66
Proportionate Land Cost Per Station			\$830.17
Central Facilities			
Vehicle Fleet			
Number of Buses			111
Cost per Bus			\$107,000
Value of Buses			\$11,877,000
Environmental Studies Center			\$1,999,192
IALC Teen Parent Center			\$120,000
Stuart Learning Center			\$3,758,708
Martin Superintendents Office			\$7,412,867
Migrant Program			\$231,487
Transportation - Service Center			\$13,488,225
Land			
Acres			37.64
Value per Acre			\$161,180
Land Value			\$6,066,815
Value of Central Facilities			\$44,954,294
Central Facility Value Per Station			\$2,056.56
Total Cost Per Station Proposed			\$40,734.82
Total Cost Per Station Existing			\$41,216.32

* - Relative to Impact Fee Study





Martin County School Board
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Table 9 – Revenue Sources & Funding Expenditures-*

Capital Revenues	FY2011-12	FY1012-13	FY2013-14	FY2014-15	FY2015-16	5 Yr Total
State of Florida:						
Peco - Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Peco - New Construction	\$0	\$0	\$0	\$0	\$0	\$0
CO&DS (including interest)	\$526,382	\$532,621	\$532,621	\$532,621	\$532,621	\$2,656,866
COBI Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Total State	\$526,382	\$532,621	\$532,621	\$532,621	\$532,621	\$2,656,866
Net State	\$526,382	\$532,621	\$532,621	\$532,621	\$532,621	\$2,656,866
Enrollment	17,501	17,530	17,561	17,590	17,621	
State Funds per Student	\$30.08	\$30.38	\$30.33	\$30.28	\$30.23	
Local:						
Local Millage (1.5 mills @ 96%)	\$26,156,541	\$25,832,803	\$26,220,295	\$27,006,904	\$27,817,111	\$133,033,653
Interest	\$515,000	\$150,000	\$172,500	\$198,375	\$228,131	\$1,264,006
Fuel Tax Rebate	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$140,000
Impact Fees (to be determined)	-	-	-	-	-	-
Miscellaneous (FPL Rebate)	\$172,144	\$0	\$0	\$0	\$0	\$172,144
COPS	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Funds w/o Unfunded Balance	\$27,398,067	\$26,543,424	\$26,953,416	\$27,765,900	\$28,605,863	\$137,266,669
Growth Projects						
New Elementary School						
High School 300 Student Expansion						
SFHS New Clstrm & Infstr Upgrades		\$4,950,000				\$4,950,000
Total Growth Projects		\$4,950,000				\$4,950,000
Prop Dmg, ESE Equip & Cust Equip	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$1,375,000
School Bus Purchases	\$500,000	\$1,000,000	\$500,000	\$200,000	\$500,000	\$2,700,000
Other Vehicle Purchases	\$100,000	\$50,000	\$100,000	\$50,000	\$100,000	\$400,000
Capital Outlay Equipment	\$993,220	\$820,864	\$900,000	\$900,000	\$900,000	\$4,514,084
Rent/Lease Payments	\$300,000	\$340,000	\$300,000	\$300,000	\$300,000	\$1,540,000
Rent/Lease Portables	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
C/W Technology Projects	\$4,500,000	\$4,500,000	\$5,000,000	\$5,000,000	\$5,000,000	\$24,000,000
Major Construction Projects	\$10,000,000	\$1,000,000	\$7,500,000	\$6,000,000	\$6,000,000	\$30,500,000
Maintenance, Renovation and Repair	\$6,303,000	\$5,700,000	\$5,450,000	\$5,450,000	\$6,475,000	\$29,378,000
Other Capital Projects	\$9,444,980	\$10,110,507	\$10,193,982	\$10,195,015	\$10,195,015	\$50,139,499
Total Capital Costs	\$32,516,200	\$28,796,371	\$30,268,982	\$28,420,015	\$29,795,015	\$149,796,583
Total Capital Expansions	\$0	\$4,950,000	\$0	\$0	\$0	\$4,950,000
Total Capital Projects	\$6,368,220	\$6,645,864	\$6,775,000	\$6,425,000	\$6,775,000	\$32,989,084
% Exp & Capital Projects to Capital Funds	23.2%	43.7%	25.1%	23.1%	23.7%	27.6%

* - Relative to Impact Fee Study



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Table 13 – Net Deficit Per New Student-*

Cost or Funding Item		Amount
Equity Cost Per New Student Station (Table 8)		\$40,922
Average Students Per New Residential Unit (Table 5)		0.2210
Average Funding Required Per New Residential Unit		\$9,044
Average Cost Per New Student		\$40,922
State (CO&DS) (Table 9)	1.94%	(\$792)
Local (Capital Millage) (Table 9)	27.60%	(\$11,295)
PV New Unit Millage Credit (Table 11)	4.89%	(\$2,002)
Past Payment Credit (Table 12)	1.57%	(\$642)
Total	36.00%	(\$14,731)
Anticipated Average Net Funding Deficit Per New Student		\$26,192

* - *Relative to Impact Fee Study*



**Martin County School Board
Impact Fee Update Workshop
September 2012**

Impact Fee Study Findings - *

- 2012 Student Generation Rate 0.222 per Unit
- 650 ± New Students in 10 Years
- New Student Station Cost Approx. \$40,700
- Capital Funding Primarily Provided by Capital Millage
- Approx. 27.6% of Capital Millage Funds to Capital Projects
- Capital Cost Deficit Per New Student Approx. \$26, 192
- Technical Report Documents Analysis & Fee Calculations

** - Relative to Impact Fee Study*



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Table 14 – Proposed School Impact Fee

Residential Unit Size	Unit	Students	Proposed School Impact Fee	Existing School Impact Fee
800 FT ² & Under	Dwelling	0.148	\$3,868.00	\$3,609.37
801 to 1,100	Dwelling	0.219	\$5,739.00	\$5,355.08
1,101 to 2,300	Dwelling	0.228	\$5,966.00	\$5,567.39
2,301 & Over	Dwelling	0.236	\$6,169.00	\$5,756.12



**Martin County School District
Impact Fee Study
Technical Report**

August 30, 2012

DRAFT

Prepared For:

**Martin County School District
Stuart, Florida**

Prepared by:



Walter H. Keller, Inc.
Consulting Engineers & Planners
Coral Springs • Sewall's Point

Nancy E. Stroud, Esq.
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Boca Raton, Florida

I. INTRODUCTION

Impact fees are used by the Martin County School District as part of its overall program of funding the Capital Building Program. Martin County School District's most recent study of Impact Fees was completed in 2007. In November 2011, Martin County engaged the firm of Walter H. Keller, Inc. to revise and update the Martin County and School District Impact Fees.

This Technical Report documents the updating of Martin County School District's Impact Fee to current conditions. The legal basis for the Florida Impact Fees is provided in Section II of the Report. This portion of the Report reviews the case law that establishes Florida's dual rational nexus test and the results of recent state legislation. Nancy Stroud, J.D./M.R.P., an attorney with Lewis, Stroud and Deutsch, P.L. is providing legal and planning assistance on this effort.

The data collection for Martin County School Impact Fee and the technical development of the fee is presented in Section III. The proposed School Impact Fee is presented in Section IV of the Report.

II. LEGAL BASIS FOR IMPACT FEES

The Florida experience since the early 1980s has shown that impact fees remain a popular means for funding infrastructure needed as a result of new development. Impact fees can supplement and enhance other revenue sources, creating more flexibility for existing capital resources to be used for capital needs other than those created by new development. Judiciously used, they can positively affect the timing for providing facilities.

The authority for use of impact fees in Florida has been established through local home rule power and ordinances, rather than through legislative authorization and statutory mandates. As a result, the significant legal limitations on impact fees in Florida are found in Florida case law, although there are some procedural limitations found in Florida statutes as well. Most recently, the 2011 Florida legislature mandated that the burden of establishing the reasonableness of an impact fee is the responsibility of the local government. This was a substantive shift of the burden from the normal judicial review of local government action, which would place the burden on the party who challenges the fee to prove that it is unreasonable.

The propriety of imposing impact fees on new development to provide for the cost of capital facilities made necessary by that growth was first discussed in *City of Dunedin v. Contractors & Builders Ass'n*¹. Prior to Dunedin, only three reported Florida decisions had dealt with any form of impact fee. Dunedin became the first Florida appellate opinion to validate impact fees, based on the principle that new growth can be made to pay its proportionate share of the costs of providing capital facilities to serve that growth. Although the Florida Supreme Court later invalidated the Dunedin water and sewer impact fee for failure to earmark the proceeds in a trust fund, it permitted the city to correct the flaw retroactively, and the Dunedin decisions became the polestar cases validating the concept of impact fees in Florida.²

¹ 312 So. 2d 763 (Fla. 2d DCA 1975).

² See *Contractors and Builders Ass'n of Pinellas County v. City of Dunedin*, 329 So. 2d 314 (Fla. 1976).

Later, Home Builders and Contractors of Palm Beach County v. District of County Commissioners³ decided the validity of impact fees for roads made necessary by the increased traffic generated by new development. The Florida appellate court upheld the Palm Beach County road impact fee ordinance and applied what became known as the “dual rational nexus test” for determining the validity of impact fees adopted under local government police powers. Under this test, an impact fee must be based on a reasonable connection between the need for additional park facilities and the growth in population that will be generated by the subdivision. The fees must be an equitable pro rata share of the cost of reasonable capital expansion required because of the new development. The rational nexus test also requires that the development that pays the fee benefit from its use. Notably, in response to the challenge that non-payers would receive benefit from the roads, the Home Builders court held that benefits accruing to the overall community did not invalidate the ordinance, so long as those affected did not have to pay more than their fair share. Exclusivity is not the proper test for valid impact fees, the court stated, because “[i]t is difficult to envision any capital improvement for parks, sewers, drainage, roads, or whatever which would not in some measure benefit members of the community who do not reside in or utilize the new development.”⁴

The dual rational nexus test had been articulated in more detail the same year in Hollywood, Inc. v. Broward County⁵, upholding the validity of park impact fees. Following these cases, many Florida local governments adopted impact fees for various capital facilities, particularly for roads and parks.⁶ There remained doubt, however, of whether the court would accept impact fees for schools, as schools for historical reasons could be viewed as uniquely the responsibility of the community as a whole. As a result, only a few jurisdictions attempted to adopt such impact fees. The question of whether school impact fees could withstand constitutional scrutiny was finally decided by the Florida Supreme

³ 446 So. 2d 140 (Fla. 4th DCA 1983), rev. denied, 451 So. 2d 848 (Fla. 1984), app. dismissed, 469 U.S. 976 (1984).

⁴ Home Builders, 446 So. 2d at 143.

⁵ 431 So. 2d 606 (Fla. 4th DCA 1983).

⁶ See Fred Bosselman and Nancy E. Stroud, “Pariah to Paragon: Developer Exactions in Florida 1975-1985,” 14 Stetson Law Rev. Local Government Law Symposium 525 (1985).

Court in St. John's County v. Northeast Fla. Builders Ass'n, Inc.⁷ In St. Johns, the Court examined the constitutionality of a county ordinance imposing an impact fee on new residential construction, to be used for new school facilities. The Court applied the two-part “rational nexus” test to the school impact fee. The Court held that a school impact fee based on an expected need to service a projected 44 students per 100 dwelling units, or an average of 0.44 public school children per single-family home, met the first part of the dual rational nexus test. However, it held that the second part of the test was not met, because there was no assurance that the funds would be spent to benefit those who paid the fees. The impact fee was not effective within municipalities that did not enter into an interlocal agreement with the county to collect the fee, and thus there was nothing to keep impact fees from being spent to build schools to accommodate new development within a municipality that had not entered into the interlocal agreement. The Court further indicated that if the county could demonstrate that “substantially all” of either the county population or of the projected new development was covered by the ordinance, then the second test could be met. The St. Johns case unleashed school impact fees from constitutional uncertainty, and counties began to add school impact fees to their land development regulations.

As noted above, there are few statutory limitations pertaining to impact fees in Florida. The Growth Management Act of 1985, §163.3202 required local governments to adopt land development regulations as part of the implementation of their comprehensive plans. This requirement remains even after state planning mandates were significantly reduced through the 2011 Community Planning Act. §163.3202 (3) encourages the use of innovative land development regulations, specifically including impact fees. In addition, §380.06(15)(e), Florida Statutes, requires local governments to enact impact fees applicable to all development, in order to be able to collect such fees from developments of regional impact (DRI). A reciprocal provision is found in §380.16, Florida Statutes, which requires that developments of regional impact be given credits against any impact fees which are for the same purposes of the exactions that are made a part of the DRI development order.

⁷ 583 So. 2d 635 (Fla. 1991).

In 2006, the legislature enacted the “Florida Impact Fee Act,” codified in §163.31802, and subsequently amended the Act in 2009 and 2011. The Act explicitly recognizes that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth and places some restrictions on the use of impact fees. As noted above, the Act since 2011 requires that the government has the burden of proving, by a preponderance of the evidence, that the imposition or amount of the fee meets legal requirements. It also requires that notice be provided no less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. Other provisions of the Act, consistent with existing case law and practice, require that:

- the calculation of the impact fee be based on the most recent and localized data;
- a local governmental shall account for the revenues and expenditures of impact fees in a separate accounting fund;
- administrative charges for the collection of impact fees are limited to actual costs; and,
- audits performed pursuant to Section 218.39, Florida Statutes, and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or school District stating that the entity or District has complied with the Act.

The general principles applicable to impact fees from the case law do not mandate any one particular methodology to arrive at a legally defensible fee. However some methodological guidelines have become professionally well accepted. These include the calculation of the costs of facilities on a per capita or square foot basis; credits for capital contributions made by the Feepayer toward payment of the fees; the use of geographic districts for the collection and expenditure of the fees; and a time frame for the expenditure of the fees collected.

III. PUBLIC SCHOOL DATA

Population

Detailed characteristics of Martin County's population and housing are provided in the U.S. Census. At the present time however, only limited results have been published for 2010. Table 1 below provides a comparison of available 2000 and 2010 results.

Table 1 – Population and Housing Characteristics

2000 Census	2010 Census	2010-2000 Difference	Characteristic	% 2000	% 2010
126,731	146,318	19,587	Total Pop		
123,375	142,385	19,010	Pop in H/H		
3,356	3,933	577	Pop in Group Qtrs		
2.65%	2.69%	0.040%	% of Tot Pop in Group Qtrs		
65,471	78,131	12,660	Total Housing Units		
55,288	63,899	8,611	Occupied Units	84.4%	81.8%
10,183	14,232	4,049	Vacant Units	18.4%	18.2%
44,136	49,196	5,060	Owner Occupied	79.8%	77.0%
11,152	14,703	3,551	Renter Occupied	28.1%	23.0%
2.2315	2.2283	(0.003)	Avg H/H Size		
2.1990	2.1800	(0.019)	Avg H/H Size - Owner		
2.3399	2.3900	0.050	Avg H/H Size - Renter		
97,055	107,247	10,192	Population in Owner Units	78.7%	75.3%
26,095	35,140	9,045	Population in Renter Units	21.2%	24.7%
UNITS IN STRUCTURE					
64,471	78,132	13,661	Total housing units		
33,210	41,462	8,252	1-unit, detached	51.5%	53.1%
5,456	6,888	1,432	1-unit, attached	8.5%	8.8%
1,925	1,598	(327)	2 units	3.0%	2.0%
3,394	3,230	(164)	3 or 4 units	5.3%	4.1%
3,167	4,804	1,637	5 to 9 units	4.9%	6.1%
6,143	7,767	1,624	10 to 19 units	9.5%	9.9%
3,410	4,357	947	20 or more units	5.3%	5.6%
7,626	7,796	170	Mobile home	11.8%	10.0%
140	230	90	Boat, RV, van, etc.	0.2%	0.3%

Source: U.S. Census

The population estimates of the University of Florida's Bureau of Economic and Business Research are used for future resident population. Future household and dwelling units were forecast based on 2000 and 2010 U.S. Census ratios. The base year for the Martin County School District Impact Fee Study will be April 1, 2012.

The October 13, 2011 School Report counted 17,501 students in the Martin County School System. Recent public school enrollment projections developed by Public Pathways, Inc. were prepared based on the October count. The projections provided a 20 year local public school forecast which is incorporated into this Study. Table 2, below, provides projections of population and school enrollment through 2032.

Table 2 – Population & Public School Enrollment Projections

Year	US Census	Resident Population	Households	Dwelling Units	Public School Enrollment
2000	126,731	126,731	55,288	65,471	16,307
2010	146,318	146,318	63,899	78,131	17,463
2011		147,900			17,501
2012		149,400	65,280	78,790	17,530
2013		151,000			17,561
2014		152,500			17,590
2015		154,100	67,380	79,790	17,621
2016		155,900			17,662
2017		157,800	69,040	80,640	17,704
2018		159,600			17,745
2019		161,500			17,788
2020		163,300	71,500	82,140	17,828
2021		165,100			18,003
2022		166,900	73,120	83,340	18,177
2025		172,200	75,500	86,040	18,845
2030		180,500	79,200	91,040	19,891
2032		183,500			20,269
2035		187,900	82,058	96,040	

Notes: 2000 & 2010 Population, Households & Dwelling Units per US Census
 5 Yr 2015-2035 Population by BEBR, Vol 44 Bulletin 160, 12/2011
 Public Pathways, Inc. - 20 Year Student Projections - August 31, 2012
 Walter H. Keller, Inc.

Housing

Limited 2010 U.S. Census information has been released on housing characteristics. Information was obtained from Martin County on Certificates of Occupancy from April 1, 2010 to December 31, 2011. Additionally, detailed analysis was performed on the Martin County Property Appraiser's Real Improvement Files and selected residential files in order to ascertain residential bedroom mix and residential unit finished floor areas. Based on CO's and housing unit counts from the 2010 U.S. Census total dwelling units for April 1, 2012 were estimated at 78,790. Property Appraiser residential information provided housing unit totals of approximately 73,000 units although there were some questions on the reliability of triplex and multi-family units for building complexes with less than 10 units. The Property Appraiser's information for multi-family complexes with more than 10 units per building did not have information on bedrooms. Table 3 on the following page provides information on the bedroom mix for approximately 90% of Martin County's residential units.

Information was not available on the household occupancy for various sizes of residential units. In order to estimate current population by household size, information on housing unit occupancies for various dwelling unit types and bedroom mixes utilized information from Table D2 of the 2009 Martin County Impact Fee Study by James Nicholas, Ph.D. These unit occupancies per unit type and bedroom size were used for units built between 2000 and April 1 2012. Table 4 provides the aggregate persons per household by household size. In general, the unit sizes correspond to the bedroom mix used in Table D2 in the 2009 Impact Fee Study.

Table 3- Martin County Residential Bedroom Characteristics

DU Type	No Units	No. of Bedrooms	Avg Fin SF	%	Group %
Single Family	780	0	1,112	1.7%	
	984	1	799	2.1%	3.7%
	12,982	2	1,369	27.6%	27.6%
	24,628	3	2,044	52.3%	52.3%
	6,370	4	3,001	13.5%	16.3%
	1,091	5	4,283	2.3%	
	175	6	5,062	0.4%	
	34	7	7,787	0.1%	
	18	8	7,118	0.0%	
	3	9	11,821	0.0%	
	47,065	2.83	2,016 SF		
Mobile Home	1,064	0	936	23.9%	
	170	1	606	3.8%	27.7%
	3,011	2	946	67.7%	67.7%
	203	3	1,395	4.6%	4.6%
	1	4	2,356	0.0%	
	4,449	1.53	951 SF		
Duplex	204	0	960	11.3%	
	100	1	799	5.5%	16.9%
	1,285	2	1,030	71.3%	71.3%
	146	3	1,331	8.1%	8.1%
	63	4	1,799	3.5%	3.7%
	3	5	2,232	0.2%	
	1	6	2,702	0.1%	
	1,802	1.88	955 SF		
Triplex	96	n.a.			
MF 4-6 Units	66	n.a.			
MF > 10 Units	3,358	n.a.	928 SF		
Condominium	90	0	794	0.6%	
	2,053	1	745	13.9%	14.5%
	10,705	2	1,158	72.6%	72.6%
	1,838	3	1,761	12.5%	12.5%
	61	4	2,147	0.4%	0.4%
	2	5	2,770	0.0%	
	14,749	1.98	1,178 SF		
Other Residential	206	0	1,383	16.2%	
	115	1	648	9.0%	25.3%
	476	2	1,259	37.5%	37.5%
	416	3	1,708	32.7%	32.7%
	43	4	2,741	3.4%	4.6%
	7	5	3,816	0.6%	
	5	6	3,836	0.4%	
	3	8	3,465	0.2%	
		1,271	2.03	1,450 SF	
All Units*	72,694		1,694 SF		

Source: Martin County Property Appraiser's 2011 Real Improvement Residential Files
Walter H. Keller, Inc.

* - Triplex & Buildings with 4-6 Units not included in Total.

Table 4 – Person Per Household by Unit Size Calculation

Aggregate Total of Units Constructed from 2000 - April 1, 2012			
Unit Size	% of Units	No. of Units	PPHH
800 SF or Less	6.6%	775	1.750
801 - 1,100 SF	38.6%	4,522	2.014
1,101 - 2,300 SF	42.5%	4,972	2.884
2,301 SF and Up	12.3%	1,441	3.947
Avg Residential		11,710	2.2122
Number & Type of Dwelling Units constructed from 2000 - April 1, 2012			
Single Family	%	Units	PPHH
800 SF or Less	3.75%	331	2.106
801 - 1,100 SF	27.58%	2,433	2.240
1,101 - 2,300 SF	52.33%	4,615	2.914
2,301 SF and Up	16.34%	1,441	3.947
	100%	8,820	2.867
Multi-Family (Duplex, MF and Condo)			
800 SF or Less	14.53%	394	1.423
801 - 1,100 SF	72.58%	1,968	1.748
1,101 - 2,300 SF	12.88%	349	2.467
2,301 SF and Up	0.01%	-	
	100%	2,711	1.793
Mobile Homes			
800 SF or Less	27.74%	50	1.962
801 - 1,100 SF	67.68%	121	1.783
1,101 - 2,300 SF	4.56%	8	3.344
2,301 SF and Up	0.02%	-	
	100%	179	1.903

Sources: Martin County Property Appraisers 2011 Real Property Listing
 Martin County CO Report April 1, 2010 to December 31, 2011
 Walter H. Keller, Inc.

Student Generation Rates (SGR) by dwelling unit size were estimated using information from Table 4, the October 13, 2011 Martin County School Report, prior Technical Studies for the School District and U.S. Census results. Table 5 presents the SGR for 2012 through 2022.

Table 5 – Student Generation Rates

Student Generation Rate by Unit Size					
Unit Size	1995	2007	2012	2017	2022
800 FT ² & Under	0.153	0.153	0.148	0.148	0.148
801 to 1,100	0.228	0.227	0.219	0.219	0.219
1,101 to 2,300	0.237	0.236	0.228	0.228	0.228
2,301 & Over	0.245	0.244	0.236	0.236	0.236
Enrollment	13,817	17,814	17,530	17,704	18,177
Dwelling Units	60,043	77,603	78,790	80,640	83,340
Students per Unit	0.230	0.230	0.222	0.220	0.218

Source: J. Nicholas, PhD. - Public Educational Fee Update, Dec 2007
 2012 - 2022 Enrollment Estimates by Public Pathways, Inc. - 8/31/12
 Walter H. Keller, Inc.

Public School Facilities

Information from the School District's District Work Plan and the Florida Inventory of School Houses (FISH) dated June 27, 2012 were utilized to prepare an inventory of Public School Facilities. Table 6, on the following page, provides the Inventory. The District has 23,097 student stations and a capacity of 21,117. Approximately 5% (1,238) of the student stations are located in portable classrooms.

Table 6 – Martin County Facilities Inventory

School Name	Total	Permanent	Portable	FISH Capacity 2011	Enrollment Oct 2011 (ESE PK-12)	Percent of Permanent Student Stns	% of Capacity	Acres
Bessey Creek Elem	599	599		599	525	87.6%	87.6%	17
Citrus Grove	767	767		767	603	78.6%	78.6%	17
Crystal Lake	662	621	41	662	528	85.0%	79.8%	32
Felix Williams	653	635	18	653	631	99.4%	96.6%	26
Hobe Sound	776	776		776	665	85.7%	85.7%	14
JD Parker	695	695		695	614	88.3%	88.3%	5
Jensen Beach	668	668		668	576	86.2%	86.2%	20
Palm City	724	670	54	724	649	96.9%	89.6%	13
Pinewood	832	756	76	832	754	99.7%	90.6%	15
Port Salerno	805	805		805	761	94.5%	94.5%	14
Sea Wind	764	764		764	721	94.4%	94.4%	20
Warfield Elem*	1,048	1,048		1,048	704	67.2%	67.2%	11
Anderson Middle	1,316	1,316		1,184	956	72.6%	80.7%	29
Hidden Oaks	1,455	1,345	110	1,309	1,086	80.7%	83.0%	24
Indiantown*	1,348	1,348		1,213	421	31.2%	34.7%	20
Murray	1,330	1,330		1,197	747	56.2%	62.4%	20
Stuart Middle	1,285	1,285		1,156	927	72.1%	80.2%	17
Jensen Beach High	1,636	1,636		1,554	1,634	99.9%	105.1%	100
Martin County	2,370	1,738	632	2,251	1,998	115.0%	88.8%	65
South Forks High	1,796	1,721	75	1,706	1,840	106.9%	107.9%	147
Challenger ESE	171	171		171	38	22.2%	22.2%	10
Spectrum Alt MS/HS	218	130	88	218	85	65.4%	39.0%	2
Teen-Parent PreK					15			
Infants/Toddlers					23			
Environmental Studies Ctr	139	139						4
Indiantown Adult Learning Ctr	110	110		165				1
Indiantown Adult Learning Ctr Annex	-	-						1
Indiantown Child Development Ctr	216	72	144					2
Indiantown Family Learning Ctr	35	35						10
Port Salerno Head Start & PK Ctr	54	54						5
Salerno Learning Ctr	260	260						14
Stuart Learning Ctr	365	365						2
Totals	23,097	21,859	1,238	21,117	17,501			677 0.0310

Source: MCSB October 13, 2011 Fall Report
MCSB District Work Plan 2011-2012
FISH - Level of Service Report (7-24-2012)
FISH - School Land Inventory (7-24-2012)

Note: Portables at SFHS and MCHS are leased for temporary use

The 5 Year Capital Plan is oriented to building replacement, renovations, remodeling and capital equipment purchases that do not increase school capacity. A new classroom building for 153 students with a FISH capacity of 145 is proposed for South Fork High School. Two additional capacity increases are proposed in the 5-10 year time frame. These efforts have been included to provide an appropriate student station cost for the Impact Fee Study. The cost for the new buildings are provided in Table 7. Note, because two of the new buildings are being constructed on existing land, land costs are excluded in the proportionate share total. The Table also includes the cost of Central Facilities. The value of these items were derived from the insurance inventory with land values based on the Martin County Property Appraiser's assessments.

Table 7 – Total Cost Per Student Station

School/Facility	Cost	Capacity	Cost Per Station
School			
High School 300 Student Exp	\$9,900,000	290	\$34,138
SFHS New Classroom Bldg	\$4,950,000	145	\$34,138
New Elementary School	\$30,000,000	750	\$40,000
Weighted Average			\$37,848.10
Land			
Land Area per Station - Acres			0.0310
Land Cost per Acre			\$42,351
Land Cost per Station			\$1,311.66
Proportionate Land Cost Per Station			\$830.17
Central Facilities			
Vehicle Fleet			
Number of Buses			111
Cost per Bus			\$107,000
Value of Buses			\$11,877,000
Environmental Studies Center			\$1,999,192
IALC Teen Parent Center			\$120,000
Stuart Learning Center			\$3,758,708
Martin Superintendents Office			\$7,412,867
Migrant Program			\$231,487
Transportation - Service Center			\$13,488,225
Land			
Acres			37.64
Value per Acre			\$161,180
Land Value			\$6,066,815
Value of Central Facilities			\$44,954,294
Central Facility Value Per Station			\$2,056.56
Total Cost Per Station Proposed			\$40,734.82
Total Cost Per Station Existing			\$41,216.32

Source: MCSB District Work Plan 2011-2012
MCSB RMS SOV 12-13
MCSB 5 YR Capital Budget Plan Draft (7-2011)
MCSB 5 YR Capital Budget Plan Draft (7-2012)
Walter H. Keller, Inc.

Citizen's Equity is calculated in Table 8, below. The Table provides an estimate of the value of the Public School System less outstanding capital debt by student station. The value of permanent stations below utilizes the Cost per Existing Station from Table 8. The equity per student station will be the basis for calculating the School Impact Fee.

Table 8 – Citizen's Equity

Replacement Value of School Facilities	
Value of Permanent Stations	\$900,947,539
Replacement Value of Central Facilities	\$44,954,294
Total	\$945,901,833
Outstanding Debt	\$14,717,282
New COPs Issued	\$36,660,000
Citizen's Equity	\$894,524,551
Student Stations - Permanent	21,859
Equity Per Student Station	\$40,922

Source: Walter H. Keller, Inc.

Note: Value of Portables not included.

The Martin County School District utilizes a mixture of local, state and federal funding sources to provide the necessary funds to operate, maintain and provide needed school facilities. Revenue for capital projects are provided by millage (local property taxes), Capital Outlay and Debt Service (CO&DS) from the State of Florida, school impact fees and voter approved bond issues. Funds under the Public Education and Capital Outlay (PECO) are not forecast for capital outlay in the next 5 years. Table 9, on the following page, provides a projection of future funding and expenditures for the Martin County School System Capital Projects.

Table 9 does not include unreserved fund balances, carryover or impact fees. For impact fee purposes, 27.6% of the available capital revenue funds in the five year time frame are expended on capital projects.

Table 9 – Revenue Sources and Funding Expenditures

Capital Revenues	FY2011-12	FY1012-13	FY2013-14	FY2014-15	FY2015-16	5 Yr Total
State of Florida:						
Peco - Maintenance	\$0	\$0	\$0	\$0	\$0	\$0
Peco - New Construction	\$0	\$0	\$0	\$0	\$0	\$0
CO&DS (including interest)	\$526,382	\$532,621	\$532,621	\$532,621	\$532,621	\$2,656,866
COBI Bonds	\$0	\$0	\$0	\$0	\$0	\$0
Total State	\$526,382	\$532,621	\$532,621	\$532,621	\$532,621	\$2,656,866
Net State	\$526,382	\$532,621	\$532,621	\$532,621	\$532,621	\$2,656,866
Enrollment	17,501	17,530	17,561	17,590	17,621	
State Funds per Student	\$30.08	\$30.38	\$30.33	\$30.28	\$30.23	
Local:						
Local Millage (1.5 mills @ 96%)	\$26,156,541	\$25,832,803	\$26,220,295	\$27,006,904	\$27,817,111	\$133,033,653
Interest	\$515,000	\$150,000	\$172,500	\$198,375	\$228,131	\$1,264,006
Fuel Tax Rebate	\$28,000	\$28,000	\$28,000	\$28,000	\$28,000	\$140,000
Impact Fees (to be determined)	-	-	-	-	-	-
Miscellaneous (FPL Rebate)	\$172,144	\$0	\$0	\$0	\$0	\$172,144
COPS	\$0	\$0	\$0	\$0	\$0	\$0
Total Capital Funds w/o Unfunded Balance	\$27,398,067	\$26,543,424	\$26,953,416	\$27,765,900	\$28,605,863	\$137,266,669
Growth Projects						
New Elementary School						
High School 300 Student Expansion						
SFHS New Clsrn & Infstr Upgrades		\$4,950,000				\$4,950,000
Total Growth Projects						
Prop Dmg, ESE Equip & Cust Equip	\$275,000	\$275,000	\$275,000	\$275,000	\$275,000	\$1,375,000
School Bus Purchases	\$500,000	\$1,000,000	\$500,000	\$200,000	\$500,000	\$2,700,000
Other Vehicle Purchases	\$100,000	\$50,000	\$100,000	\$50,000	\$100,000	\$400,000
Capital Outlay Equipment	\$993,220	\$820,864	\$900,000	\$900,000	\$900,000	\$4,514,084
Rent/Lease Payments	\$300,000	\$340,000	\$300,000	\$300,000	\$300,000	\$1,540,000
Rent/Lease Portables	\$100,000	\$50,000	\$50,000	\$50,000	\$50,000	\$300,000
C/W Technology Projects	\$4,500,000	\$4,500,000	\$5,000,000	\$5,000,000	\$5,000,000	\$24,000,000
Major Construction Projects	\$10,000,000	\$1,000,000	\$7,500,000	\$6,000,000	\$6,000,000	\$30,500,000
Maintenance, Renovation and Repair	\$6,303,000	\$5,700,000	\$5,450,000	\$5,450,000	\$6,475,000	\$29,378,000
Other Capital Projects	\$9,444,980	\$10,110,507	\$10,193,982	\$10,195,015	\$10,195,015	\$50,139,499
Total Capital Costs	\$32,516,200	\$28,796,371	\$30,268,982	\$28,420,015	\$29,795,015	\$149,796,583
Total Capital Expansions	\$0	\$4,950,000	\$0	\$0	\$0	\$4,950,000
Total Capital Projects	\$6,368,220	\$6,645,864	\$6,775,000	\$6,425,000	\$6,775,000	\$32,989,084
% Exp & Capital Projects to Capital Funds	23.2%	43.7%	25.1%	23.1%	23.7%	27.6%

Source: FY12: Martin County School Board 5 YR Capital Budget Plan Draft (7-2011)
 FY13-16: Martin County School Board 5 YR Capital Budget Plan Draft (7-2012)
 Walter H. Keller, Inc.

Notes: Table excludes Unfunded Balance from Prior Year & Unfunded Carryover to future year
 Table does not include Impact Fees
 Rent/Lease Payments not included in Capital Projects.

The Martin County Property Appraiser's estimate of fair market value and average taxable value of residential properties is used to calculate average just value. Table 10 provides key statistics relative to average residential values.

Table 10 – Martin County Property Values

Martin County 2011 Assessment Roll Items	Number of Parcels	Taxable Value	Just Value
Number of Parcels Receiving Credit for Homestead Exemption	43,187		
Residential Parcels:			
Single Family	46,024	\$ 10,091,609,353	\$ 12,883,080,091
Condominium	14,913	\$ 1,225,778,109	\$ 1,514,176,560
Co-op	1,784	\$ 35,887,212	\$ 52,904,420
Mobile Homes *	2,918	\$ 74,973,044	\$ 131,050,610
Multi-family less than 10 units	1,002	\$ 120,947,884	\$ 130,262,690
Multi-family more than 10 units	56	\$ 104,147,030	\$ 111,159,340
Retirement Homes & Misc.	321	\$ 83,134,995	\$ 84,600,420
Total	67,018	\$ 11,736,477,627	\$ 14,907,234,131
Average Taxable Value		\$175,124	
Average Just Value		\$222,436	

Source: Martin County Property Appraiser (10/25/11)

The calculation of local credit amount for property tax levies for capital millage (1.5 mills) are summarized in Table 11. The Average Just Value in the 2011 Tax Roll is \$222,436. Table 11 assumes the average new residential dwelling unit costs 30% more than the average existing (used) residential unit. Estimated millage proceeds are provided for new residential units for the capital millage. The resulting net present value is estimated to be \$2,001.89.

Table 11 – Capital Millage Proceeds

2011 Residential - Millage Item	Millage Proceeds
Just Value - Average Residential Unit	\$222,436
New Residential Unit Factor*	30.0%
Assessed Value - Average New Residential Unit	\$289,167
Homestead Exemption Adjustment	<u>\$11,475</u>
Taxable Value - Average New Residential Unit	\$277,692
Millage Rate**	<u>1.500</u>
Millage Proceeds per Average New Residential Unit	\$416.54
% of Millage Funding Available (for Capital Projects)	27.60%
Proceeds Per Avg. New Residential Unit	<u>\$114.96</u>
Net Present Value (Capitalizing this payment at 3% for 25 yrs)	<u>\$2,001.89</u>
* Estimate of average new home sale versus used home sale.	
** 2011-2012 actual rate	

Source: Martin County Property Appraiser
Walter H. Keller, Inc.

Past Payment Credit identifies the payment of property taxes on vacant or undeveloped lands. Information on the Past Payment Credit is provided in Table 12.

Table 12 – Past Payment Credit

Martin County Property Values	Number of Parcels	Taxable Value
Vacant Parcels:		
Residential	5,638	\$ 422,555,847
Commercial	515	\$ 127,371,150
Industrial	267	\$ 53,038,404
Agricultural Parcels	2,454	\$ 246,180,326
Vacant and Agricultural Totals	<u>8,874</u>	<u>\$ 849,145,727</u>
County-wide Totals	<u>93,944</u>	<u>\$ 14,940,117,146</u>
% of Vacant and Agricultural Properties to Countywide Total		5.68%
% of capital millage funding available for construction		27.60%
Past Payment Credit		1.57%
The total number of parcels in Martin County is 93,944. Residential housing parcels comprise 67,018 of the total number of parcels; commercial, industrial and other properties make up the remaining parcels.		

Source: Martin County Property Appraiser DR403PC - 10/25/11
Walter H. Keller, Inc.

Information on the net funding deficit per new student is provided in Table 13.

Table 13 – Net Deficit Per New Student

Cost or Funding Item		Amount
Equity Cost Per New Student Station (Table 8)		\$40,922
Average Students Per New Residential Unit (Table 5)		0.2210
Average Funding Required Per New Residential Unit		\$9,044
Average Cost Per New Student		\$40,922
State (CO&DS) (Table 9)	1.94%	(\$792)
Local (Capital Millage) (Table 9)	27.60%	(\$11,295)
PV New Unit Millage Credit (Table 11)	4.89%	(\$2,002)
Past Payment Credit (Table 12)	1.57%	(\$642)
Total	36.00%	(\$14,731)
Anticipated Average Net Funding Deficit Per New Student		\$26,192

Source: Walter H. Keller, Inc.

IV. PUBLIC SCHOOL IMPACT FEE

The School Impact Fee for Martin County is not stratified into components. The Fee is collected countywide.

The Public School Impact Fee Schedule is based on the Residential Unit floor area size. The residential fee is based on the number of occupied units and the floor area size. The Public School Impact Fee per land use type is calculated based on the following formula:

$$F_S = S_{SGR} \times C_{\$} \times D$$

Where:

F_S = The Public School Impact Fee Rate for the Residential Unit Floor Area Size;

S_{SGR} = The Student Generation Rate by Unit Size;

C_{\$} = The Average Cost per Student; and,

D = The Deficit Factor in Dollars.

The average deficit per student was presented in Table 13 as \$26,192. The Student Generation Rate (SGR) by household size was listed in Table 5 with the average rate as 0.221 per dwelling unit. The proposed School Impact Fee Schedule is provided in Table 14. The Table indicates the proposed fee by household size with a comparison to the existing fee. Note, the proposed fees do not include administrative costs.

Table 14 – Proposed School Impact Fee

Residential Unit Size	Unit	Students	Proposed School Impact Fee	Existing School Impact Fee
800 FT ² & Under	Dwelling	0.148	\$3,868.00	\$3,609.37
801 to 1,100	Dwelling	0.219	\$5,739.00	\$5,355.08
1,101 to 2,300	Dwelling	0.228	\$5,966.00	\$5,567.39
2,301 & Over	Dwelling	0.236	\$6,169.00	\$5,756.12

Source: Walter H. Keller, Inc.

Note: Proposed Fees do not include Administrative Costs.