Agenda
Revised February 10, 2023

February 14, 2023
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION | Rev. James T. Golden

4. PLEDGE OF ALLEGIANCE

5. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Financial Statements Through December 31, 2022
2. Year-to-Date Charter School Financial Statement Summary Through December 31, 2022
3. Quarterly ESSER Report for Period Ending December 31, 2022

6. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the January 24, 2023 Regular School Board Meeting and the January 27, 2023 School Board Exempt Shade Meeting and Workshop

8. RECOGNITIONS

1. Black History Month
2. 2022 Certified Board Member Recognition

9. PUBLIC COMMENTS (UP TO 30 MINUTES)

Public comment is not an open forum to discuss matters unrelated to education, to support or oppose candidates for public office, or to engage in commercial speech attempting to sell a service or product to the School Board or public. Also, public comment is not a forum to attack individual school system employees or Board Members. Any such complaints should be submitted in writing to the Superintendent for appropriate handling. Finally, this is not a forum for addressing issues

involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

This is a business meeting of the School Board and the public expects that we conduct it in an orderly, efficient, effective and dignified manner. We request that speakers keep this in mind when making your comments. We also request that the audience keep that in mind and not demonstrate approval or disapproval of what a speaker has said by clapping or booing. The Board appreciates the public's input and will listen attentively, consider each comment, and usually will not respond, enter into debate, or answer questions during comments on agenda items or during the public comments section.

PUBLIC INPUT INSTRUCTIONS:
1. Before you begin speaking, please provide any handouts to the Agency Clerk.
2. Please identify yourself only by your full name for the record.
3. You have no more than three minutes to speak. Please stop speaking when the bell rings.
4. Florida Law requires all citizens to conduct themselves in an orderly fashion at public meetings.
5. **WARNING:** Any individual who interferes with the expeditious or orderly process of a School Board meeting, will be subject to removal from the meeting pursuant to Section 1001.372(3) Florida Statutes at the discretion of the Chair. Orderly fashion is deemed as, at a minimum (1) no profanity (2) no vulgar language (3) no discourteous, disrespectful, or disparaging conduct.

10. CONSENT ITEMS

All matters listed under the Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired by a Board member, that item will be removed from the Consent Agenda and will be considered later in the agenda.

1. Approval of the New Agreement Between the School Board of Manatee County and The Ranch Dental Care for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
2. Approval of the New Agreement Between the School Board of Manatee County and Taza Dental, P.A for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
3. Approval of the New Agreement Between the School Board of Manatee County and I Love My Dentist-Dr. Melanie Holden for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
4. Approval of the New Agreement Between the School Board of Manatee County and Waterside Dental Sarasota for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact
5. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers
6. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
7. Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement
8. Approval of Southeast High School - New Science Building - Change Orders 1 and 2 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Reduction in the Amount of $285,942.54
9. Approval of Witt Elementary School - Renovations and Addition - Change Order 13 -

Final - Agreement Between Owner and Halfacre Construction Company, Reduction in the Amount of $142,906.80

10. Approval of Tara Elementary School - Campus Renovation and Addition - Agreement Between Owner and Sweet Sparkman Architects, Inc., Amendment 1, in the Amount of $170,992.00
11. Approval of Braden River Middle School - Renovations and Addition - Change Orders 3 and 4 - Agreement Between Owner and NDC Construction Company, Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $13,786.63
12. Approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - Change Orders 1 and 2 - Agreement Between Owner and Skanska USA Building, Inc., Reduction in the Amount of $1,857,537.12
13. Authorization to Negotiate - Construction Manager Parrish Community High School Classroom Addition New Building 8
14. Approval of Manatee High School - Grandstands and Parking - Substantial Completion, No Financial Impact
15. Approval of the Use of Hillsborough County Public Schools Bid 20178-DST-IV: CCTV-LAN Cabling Services, Estimated in the Amount of $350,000.00 Annually
16. Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00
17. Approval of Request to Declare Surplus and Dispose of District Vehicles
18. Approval of Participation for Qualifying Elementary and Middle School Students and Advisors in the VEX IQ Robotics World Championship by the Northrop Grumman Foundation in Dallas, Texas, April 30 - May 4, 2023
19. Approval of Rogers Garden Elementary School Students Joining the Samoset Elementary School 5th Grade Field Trip to Washington D.C. May 22-24, 2023, No Financial Impact
20. Approval for the Braden River High School Chorus Students to Attend and Perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 27-30, 2023, No Financial Impact

11. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

12. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

13. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of the Budget Amendments for December
2. Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on March 28, 2023
3. Approval of the Schoool District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure, No Financial Impact
4. Approval to Use The State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services, SDMC No. 23-0097-KD, Continued Procurement for Products and Services, Estimated in the Amount of $3,175,000.00
5. Approval to Accept and Expend a Florida Job Growth Workforce Training Grant, in the Amount of $436,000.00
6. Approval to Apply, Accept and Expend an Amendment to the Unified School

Improvement Grant (UniSIG) Supplemental Teacher and Administrator Allocation, in the Amount of $142,500.00

7. Approval to Apply, Accept and Expend an Amendment to the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss, in the Amount of $88,870,732.00
8. Approval of Sole Source to Purchase Rabbit Laser Equipment, SDMC No. 23-0099-BS, Estimated in the Amount of $75,000.00
9. Approval of the Use of The Interlocal Purchasing Agreement (TIPS) #210101, Technology Solutions, Products and Services, SDMC No. 23-0101-BS, Estimated in the Amount of $100,000.00 Annually - revised February 10, 2023

14. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of Revisions to the Citizens' Financial Oversight Committee Charter
2. Approval of the Revised Schedule of School Board Regular Meetings - revised February 10, 2023

15. WORKSHOP ITEM REQUESTS

16. CONTINUED PUBLIC COMMENT (IF NECESSARY)

17. UPDATES
A. Legal Department Update
B. Operations Update

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Year-to-Date Financial Statements Through December 31, 2022

Executive Summary
SBE Rule 6A-1.009, Florida Administrative Code, requires financial statements to be submitted to the Board at least monthly.

General Fund - Revenues exceeded expenditures and transfers by approximately $105 million through the month of December 2022. Revenues have increased 15.5% and expenditures increased 8.5% over December 2021.

The beginning unassigned fund balance as of July 1, 2022, was $31.4 million. The District's unassigned fund balance is projected to be a positive $40.3 million by June 30, 2023.

Food Service Funds - Expenditures exceeded revenues by $176,470 through the month of December 2022. This is due to six days of unanticipated school closures where meals were not served and revenue was not received. Other contributors are increased food, supply and labor costs coupled with the U.S. Department of Agriculture not extending the Covid-19 waivers which provided free meals to all students.

Internal Service Funds - Expenditures exceeded revenues by $5.2 million through the month of December 2022.

Health Insurance Fund - Expenses exceeded revenues by approximately $5.3 million for the month of December, resulting in an ending net position of $3.1 million at the end of December 2022.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $122,275 for the month of December, resulting in an ending net position of $2.4 million at the end of December 2022. Expenditures are in line with prior year claims and amounts budgeted through December 2022.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
Bank Rec Certification - December 2022
FS Dec 2022

SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Cynthia Saunders

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: January 24, 2023

TO: Cynthia Saunders, Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services 1/24/23

SUBJECT: Certification of Monthly Bank Reconciliation (12/31/2022)

As a response to Audit Finding 2019-001, Finance staff developed the following internal control enhancement: District staff will complete monthly bank reconciliations, and a review with accounting staff will occur on the third Monday of every month, chaired by the Deputy Superintendent of Business Services. At completion of the monthly reconciliation review, the Deputy Superintendent of Business Services will certify the completion of the reconciliation to the Superintendent.

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the December 31, 2022 book-to-bank reconciliation has been completed, with $0 variance.

P.O. Box 9069
Bradenton, FL 34206-9069
215 Manatee Avenue West
Bradenton, FL 34205
941.708.8770
www.manateeschools.net

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING DECEMBER 31, 2022

(UNAUDITED)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
December 31, 2022

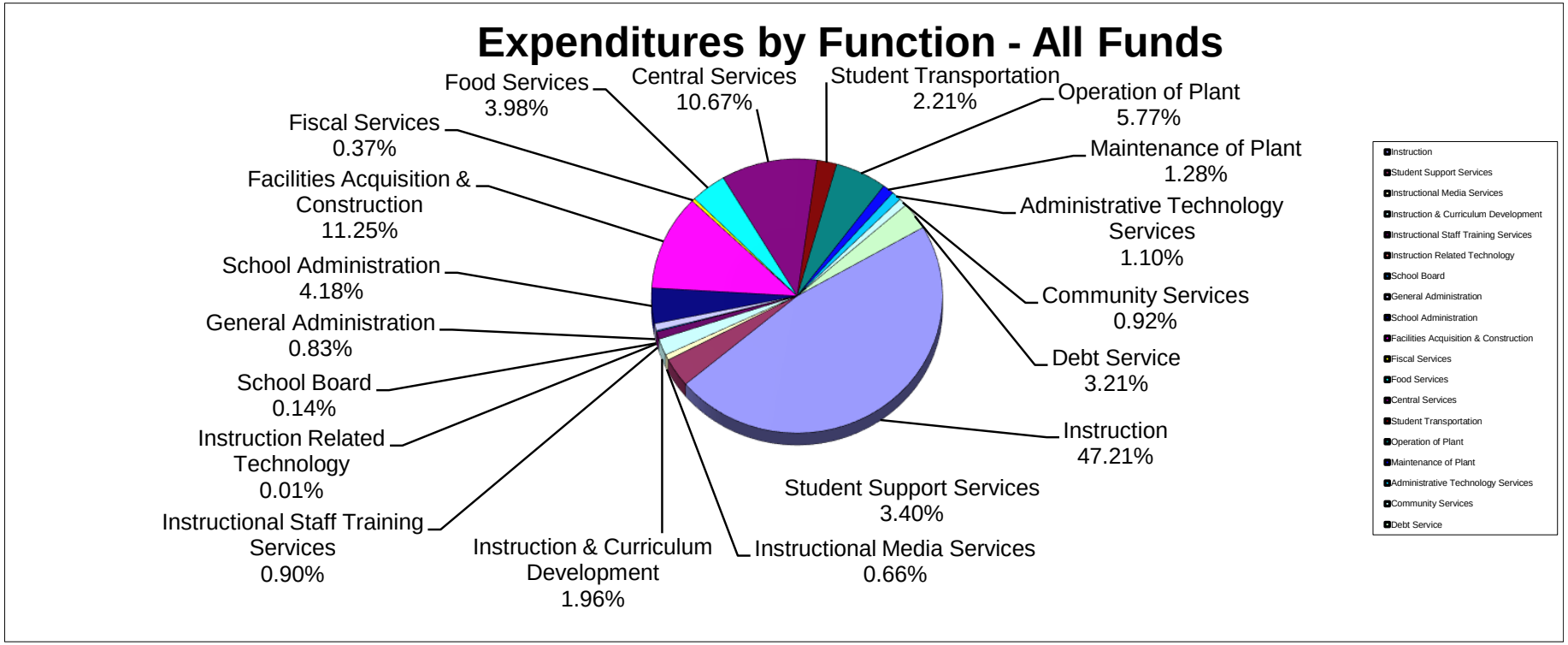
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total December 2022	Total December 2021
Assets									
Current Assets									
Cash	$ 220,148,942	$ 14,368,097	$ 164,072,570	$ 10,415,067	$ -	$ 18,527,001	$ 1,145,086	$ 428,676,763	$ 336,000,690
Taxes Receivable	-	-	-	-	-	-	-	$ -	$ -
Accounts Receivable	2,227,778	-	-	-	398	24,790	59,538	2,312,504	2,204,391
Due From/(To)	7,869,619	(296,926)	-	-	(7,572,693)	-		-	-
Inventory	634,784	-	-	434,766		-	-	1,069,550	967,762
Investments		44,567	-	-	-	-	-	44,567	53,101
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	102,158	-	2,189,564	2,193,886	9,606,040	-	51,167	14,142,815	13,723,344
Total Assets	**$ 230,983,281**	**$ 14,115,738**	**$ 166,262,134**	**$ 13,043,719**	**$ 2,033,745**	**$ 18,551,791**	**$ 1,255,791**	**$ 446,246,199**	**$ 352,949,288**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	17,159,338	-	-	-	-	-	-	17,159,338	13,189,034
Payroll Deductions & WH	8,270,011	-	-	-	-	-	-	8,270,011	6,729,962
Accounts Payable	352,476	-	140,699	290,263	72,167	203	3,604	859,412	7,199,787
Construction Payable	3,273	-	521,559	-	-	-	-	524,832	183,557
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	1,503,187	-	-	-	-	-	1,503,187	1,235,174
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	(1,092)	-	-	-	-	-	-	(1,092)	-
Estimated Unpaid Claims	-	-	-	-	-	13,035,286	-	13,035,286	9,968,847
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	50,000,000
Unearned Revenue		-	-	-	-	-	-	-	10,519
Deferred Revenue	49,993,055	-	1,562	158,801	1,961,578	-	-	52,114,996	33,775
Total Liabilities	75,777,061	1,503,187	663,820	449,064	2,033,745	13,035,489	3,604	93,465,970	88,550,655
Fund Balances									
Revenues Over (Under) Expenditures	104,817,884	723,282	40,352,330	(176,470)	-	(5,194,438)	307,031	140,829,619	94,798,637
Nonspendable									
Inventories	691,636	-	-	434,766	-	-	-	1,126,402	1,243,659
Restricted									
State Required Carryover	836,354	-	-	-	-	-	-	836,354	1,053,168
Food Services	-	-	-	12,336,359	-	-	-	12,336,359	6,535,010
Debt Service	-	11,889,269	-	-	-	-	-	11,889,269	12,202,979
Capital Projects	-	-	125,245,984	-	-	-	-	125,245,984	93,921,482
Other Purposes	6,105,020	-	-	-	-	10,710,740	945,156	17,760,916	25,966,496
Assigned									
Encumbrances	1,192,246	-	-	-	-	-	-	1,192,246	1,066,290
School and Local Programs	5,298,852	-	-	-	-	-	-	5,298,852	3,851,264
Unassigned	36,264,228	-	-	-	-	-	-	36,264,228	23,759,648
Total Fund Balances	155,206,220	12,612,551	165,598,314	12,594,655	-	5,516,302	1,252,187	352,780,229	264,398,633
Total Liabilities & Fund Balances	**$ 230,983,281**	**$ 14,115,738**	**$ 166,262,134**	**$ 13,043,719**	**$ 2,033,745**	**$ 18,551,791**	**$ 1,255,791**	**$ 446,246,199**	**$ 352,949,288**

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended December 31, 2022

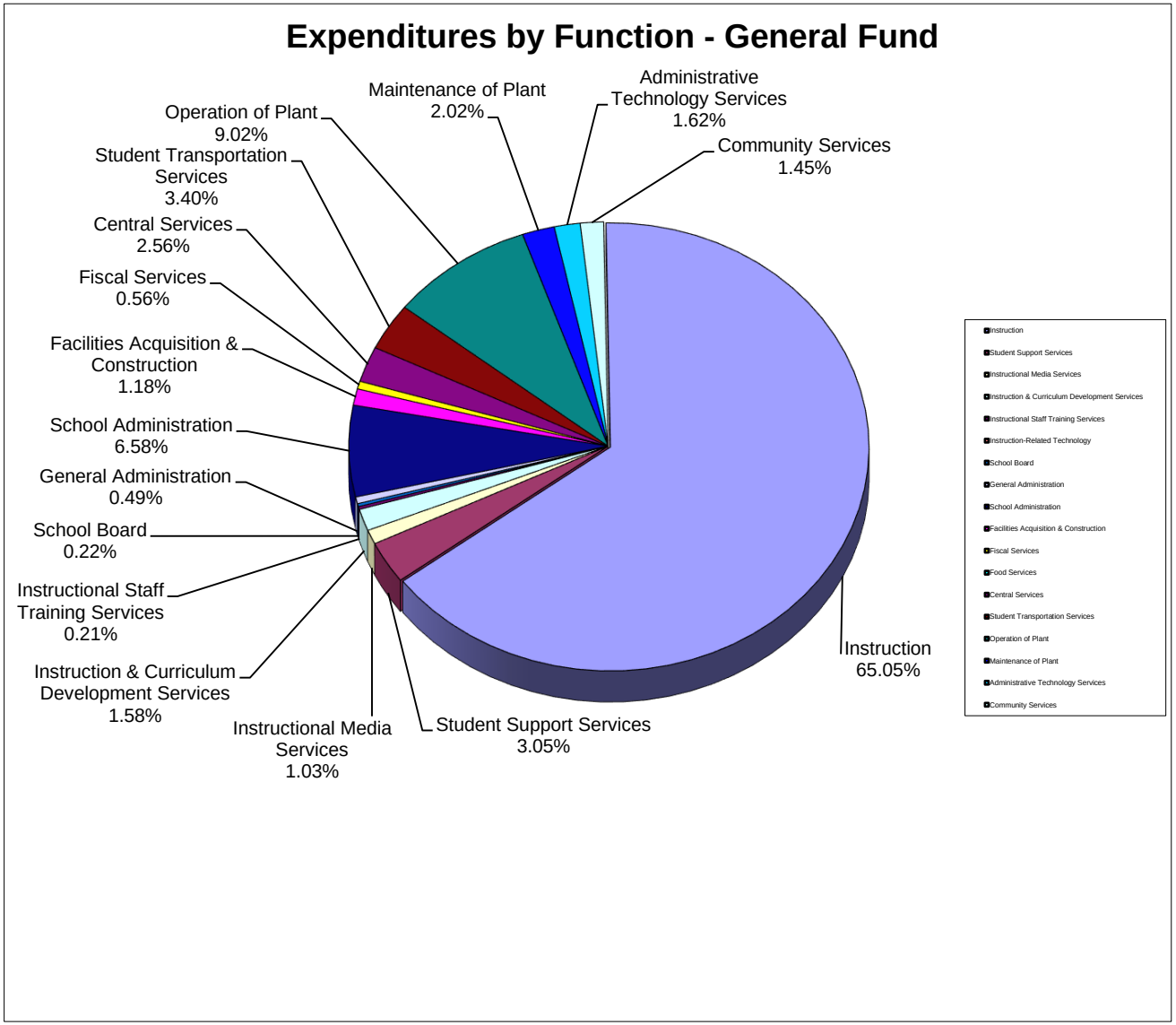
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total December 2022	Total December 2021
REVENUES									
Federal Direct	$ 294,480	$ 474,310	$ -	$ -	$ 1,411,055	$ -	$ 114,746	$ 2,294,591	$ 2,330,339
Federal Through State	993,175	-	-	12,304,830	43,796,176	-	-	57,094,181	44,953,477
State	91,990,302	-	5,141,041	155,054	-	-	-	97,286,397	90,512,949
Local	232,545,281	155,708	97,667,748	2,763,767	-	23,262,580	460,501	356,855,585	303,462,125
Total Revenues	325,823,238	630,018	102,808,789	15,223,651	45,207,231	23,262,580	575,247	513,530,754	441,258,890
EXPENDITURES									
Instruction	159,533,912	-	-	-	22,881,858	-	261,620	182,677,390	161,063,503
Student Support Services	7,469,212	-	-	-	5,668,147	-	3,340	13,140,699	12,740,308
Instructional Media Services	2,536,373	-	-	-	-	-	2,430	2,538,803	2,424,582
Instruction & Curriculum Development	3,872,142	-	-	-	3,709,258	-	826	7,582,226	6,665,129
Instructional Staff Training Services	510,924	-	-	-	2,956,804	-	-	3,467,728	3,224,791
Instruction Related Technology	(13)	-	-	-	37,022	-	-	37,009	100,545
School Board	527,525	-	-	-	-	-	-	527,525	470,139
General Administration	1,199,387	-	-	-	2,018,995	-	-	3,218,382	1,681,715
School Administration	16,145,021	-	-	-	12,327	-	-	16,157,348	15,757,132
Facilities Acquisition & Construction	2,886,283	-	40,630,126	-	-	-	-	43,516,409	40,057,812
Fiscal Services	1,369,732	-	-	-	51,765	-	-	1,421,497	1,416,438
Food Services	-	-	-	15,400,121	-	-	-	15,400,121	13,327,018
Central Services	6,282,264	-	-	-	32,090	34,957,018	-	41,271,372	35,890,186
Student Transportation	8,327,720	-	-	-	207,961	-	-	8,535,681	7,493,841
Operation of Plant	22,123,243	-	-	-	188,574	-	-	22,311,817	19,160,782
Maintenance of Plant	4,943,977	-	-	-	692	-	-	4,944,669	4,561,917
Administrative Technology Services	3,961,140	-	-	-	292,167	-	-	4,253,307	3,998,219
Community Services	3,549,443	-	-	-	-	-	-	3,549,443	2,669,326
Debt Service	24,368	12,059,702	337,501	-	-	-	-	12,421,571	13,756,870
Total Expenditures	245,262,653	12,059,702	40,967,627	15,400,121	38,057,660	34,957,018	268,216	386,972,997	346,460,253
Excess (Deficiency) of Revenue Over (Under) Expenditures	80,560,585	(11,429,684)	61,841,162	(176,470)	7,149,571	(11,694,438)	307,031	126,557,757	94,798,637
Other Financing Sources (Uses)									
Other Financing Sources	14,100,000	-	171,862	-	-	-	-	14,271,862	-
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	11,039,688	12,152,966	882,389	-	-	6,500,000	-	30,575,043	27,044,775
Transfers Out	(882,389)	-	(22,543,083)	-	(7,149,571)	-	-	(30,575,043)	(27,044,775)
Total Other Financing Sources (Uses)	24,257,299	12,152,966	(21,488,832)	-	(7,149,571)	6,500,000	-	14,271,862	-
Net Change in Fund Balance	104,817,884	723,282	40,352,330	(176,470)	-	(5,194,438)	307,031	140,829,619	94,798,637
Fund Balances, Beginning	50,388,336	11,889,269	125,245,984	12,771,125	-	10,710,740	945,156	211,950,610	169,599,996
Fund Balances, Ending	$ 155,206,220	$ 12,612,551	$ 165,598,314	$ 12,594,655	$ -	$ 5,516,302	$ 1,252,187	$ 352,780,229	$ 264,398,633

*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.


Expenditures by Function - All Funds
Food Services 3.98%
Central Services 10.67%
Student Transportation 2.21%
Operation of Plant 5.77%
Fiscal Services 0.37%
Maintenance of Plant 1.28%
Facilities Acquisition & Construction 11.25%
Administrative Technology Services 1.10%
School Administration 4.18%
Community Services 0.92%
General Administration 0.83%
Debt Service 3.21%
School Board 0.14%
Instruction 47.21%
Instruction Related Technology 0.01%
Student Support Services 3.40%
Instructional Staff Training Services 0.90%
Instruction & Curriculum Development 1.96%
Instructional Media Services 0.66%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	$ 294,480	$ (379,320)	44%	$ 275,739
Miscellaneous Federal Direct	4,395	4,395	-	(4,395)	0%	29,394
Total Federal Direct	678,195	678,195	294,480	(383,715)	43%	305,133
Federal Through State:						
Vocational Education Act	-	22,000	5,500	(16,500)	25%	-
Medicaid	1,300,000	800,000	252,465	(547,535)	32%	191,776
Individuals with Disabilities	-	299,375	147,966	(151,409)	49%	20,621
Educational Stabilization K-12	-	-	-	-		(10,990)
Educational Stabilization VPK	-	-	247,500	247,500		-
Miscellaneous Federal Through State	-	1,957,276	339,744	(1,617,532)	17%	-
Total Federal Through State	1,300,000	3,078,651	993,175	(2,085,476)	32%	201,407
State:						
Florida Education Finance Program (FEFP)	138,320,516	117,292,596	57,432,997	(59,859,599)	49%	54,880,366
Workforce Development	9,687,398	9,687,398	4,843,704	(4,843,694)	50%	4,731,281
Workforce Education Performance Incentive	355,000	203,587	101,793	(101,794)	50%	184,216
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	130,006	(210,475)	38%	174,029
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,982,207	50,982,207	25,491,102	(25,491,105)	50%	24,767,412
Florida School Recognition Funds	-	2,619,231	2,619,231	-	100%	-
Voluntary Prekindergarten Program	1,850,000	1,850,000	1,055,392	(794,608)	57%	739,932
Other Miscellaneous State Revenue	50,240	(286,501)	316,077	602,578	-110%	411,114
Total State	201,613,842	182,716,999	91,990,302	(90,726,697)	50%	85,888,350
Local:						
District School Taxes	289,112,841	289,112,841	218,819,263	(70,293,578)	76%	185,788,811
Lease Revenue	100,000	126,000	96,657	(29,343)	77%	53,682
Interest on Investments	375,825	2,183,861	2,288,637	104,776	105%	58,990
Student and Adult a la Carte	-	-	-	-		53,740
Catering/Specials	-	-	-	-		1,674
Net Increase (Decrease) in Fair Value	-	(104,175)	(201)	103,974	0%	(92,013)
Gifts, Grants and Bequests	-	1,500	1,500	-	100%	950
Vending Sales	-	-	448	448		40
Student Fees:						
Adult Gen Ed Course Fees	-	46,065	84,800	38,735	184%	26,698
Post Secondary Vocational Ed Course Fees	3,066,324	2,050,076	1,685,542	(364,534)	82%	1,921,728
Continuing Workforce Education Course Fees	175,000	143,113	61,871	(81,242)	43%	60,248
Capital Improvement Fees	128,130	128,130	126,001	(2,129)	98%	122,053
Post Secondary Lab Fees	-	972,172	893,773	(78,399)	92%	890,347
Lifelong Learning Fees	-	2,010	2,010	-	100%	2,180
GED Testing Fees	-	3,786	3,786	-	100%	4,620
Other Student Fees	662,401	691,315	512,867	(178,448)	74%	683,049
Other Fees:						
Preschool Program Fees	-	700,000	384,845	(315,155)	55%	325,829
School Age Child Care Fees	6,450,000	5,750,000	3,139,447	(2,610,553)	55%	2,828,017
Other Schools, Courses and Classes Fees	10,000	14,328	5,841	(8,487)	41%	6,056
Miscellaneous Local:						
Bus Fees	38,600	83,391	83,391	-	100%	2,413
Transportation Services Rendered for School Activ	65,900	68,550	68,550	-	100%	42,046
Sale of Junk	100,000	59,172	55,516	(3,656)	94%	52,442
Receipt of Federal Indirect Cost Rate	2,000,000	2,000,000	2,019,399	19,399	101%	600,616
Other Miscellaneous Local Sources	2,260,088	3,220,738	1,512,784	(1,707,954)	47%	1,409,459
Refund of Prior Year's Expenditures	-	(217,239)	(217,239)	-	100%	1,160
Collections for Lost, Damaged and Sold Textbooks	-	121	121	-	100%	9,500
Receipt of Food Service Indirect Costs	1,667,800	1,667,800	915,672	(752,128)	55%	794,048
Total Local	306,212,909	308,703,555	232,545,281	(76,158,274)	75%	195,648,383
Total Revenues	509,804,946	495,177,400	325,823,238	(169,354,162)	66%	282,043,273
Expenditures (by Function)						
Current:						
Instruction	367,405,153	351,810,761	159,533,912	192,276,849	45%	147,512,881
Student Support Services	15,896,764	16,205,402	7,469,212	8,736,190	46%	7,329,070
Instructional Media Services	5,284,197	5,298,597	2,536,373	2,762,224	48%	2,421,269
Instruction & Curriculum Development Services	8,181,351	8,252,142	3,872,142	4,380,000	47%	3,611,534
Instructional Staff Training Services	1,167,629	1,302,499	510,924	791,575	39%	899,229
Instruction-Related Technology	572	572	(13)	585	-2%	58,853
School Board	1,541,404	1,601,404	527,525	1,073,879	33%	470,139
General Administration	3,024,859	3,016,742	1,199,387	1,817,355	40%	1,082,252
School Administration	35,202,370	34,057,393	16,145,021	17,912,372	47%	15,757,132
Facilities Acquisition & Construction	5,465,344	5,710,035	2,886,283	2,823,752	51%	2,180,793
Fiscal Services	3,612,464	3,659,349	1,369,732	2,289,617	37%	1,382,965
Food Services	-	-	-	-		99,689
Central Services	13,047,769	13,484,875	6,282,264	7,202,611	47%	5,819,667
Student Transportation Services	18,988,802	20,711,888	8,327,720	12,384,168	40%	7,488,053
Operation of Plant	43,950,215	48,757,982	22,123,243	26,634,739	45%	18,797,559
Maintenance of Plant	10,202,211	10,312,192	4,943,977	5,368,215	48%	4,561,917
Administrative Technology Services	8,526,490	8,607,049	3,961,140	4,645,909	46%	3,989,131
Community Services	5,834,737	6,771,898	3,549,443	3,222,455	52%	2,669,326
Debt Service	65,500	65,500	24,368	41,132	37%	24,000
Total Expenditures	547,397,831	539,626,280	245,262,653	294,363,627	45%	226,155,459
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,592,885)	(44,448,880)	80,560,585	125,009,465		55,887,814
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	14,100,000	14,100,000	-	100%	-
Transfers In:						
From Capital Project Funds	19,264,266	18,509,319	10,390,117	(8,119,202)	56%	9,198,691
From Special Revenue Funds	-	2,707,966	649,571	(2,058,395)	24%	3,105,622
Transfers Out:						
To Capital Project Funds	-	(882,389)	(882,389)	-	100%	-
Total Other Financing Sources (Uses)	19,264,266	34,434,896	25,139,688	(10,177,597)	73%	12,304,313
Net Change in Fund Balance	(18,328,619)	(10,013,984)	104,817,884	114,831,868		68,192,127
Fund Balance, Beginning	50,388,336	50,388,336	50,388,336	-		42,260,186
Nonspendable	691,636	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	31,368,081	40,374,352		-		-
Fund Balance, Ending	$ 32,059,717	$ 40,374,352	$ 155,206,220	$ 114,831,868		$ 110,452,313


Expenditures by Function - General Fund
Maintenance of Plant 2.02%
Administrative Technology Services 1.62%
Operation of Plant 9.02%
Community Services 1.45%
Student Transportation Services 3.40%
Central Services 2.56%
Fiscal Services 0.56%
Facilities Acquisition & Construction 1.18%
School Administration 6.58%
General Administration 0.49%
School Board 0.22%
Instructional Staff Training Services 0.21%
Instruction & Curriculum Development Services 1.58%
Instructional Media Services 1.03%
Student Support Services 3.05%
Instruction 65.05%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development Services
Instructional Staff Training Services
Instruction-Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services

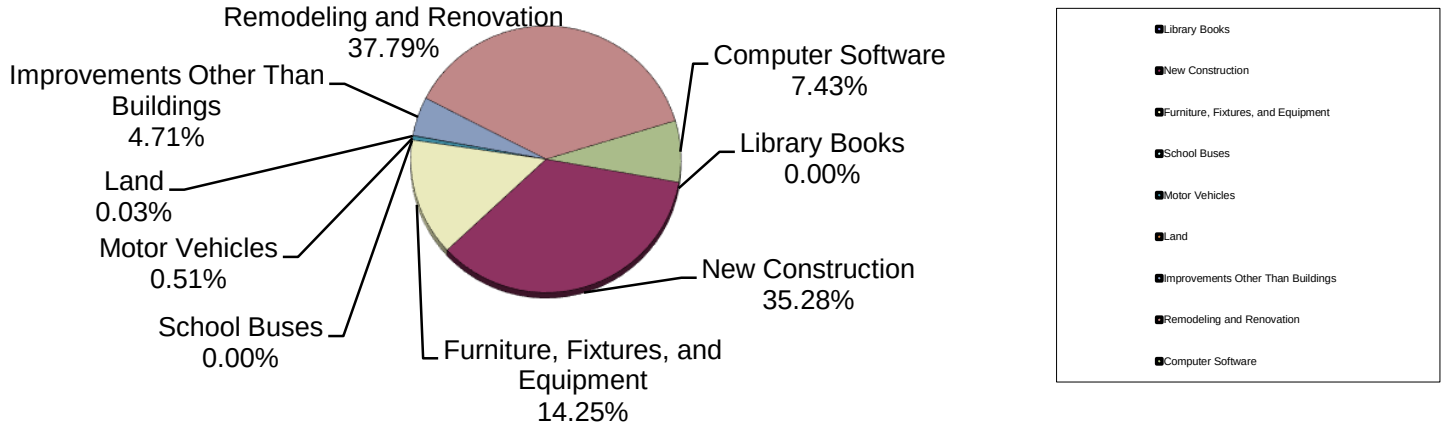
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 474,310	$ (531,650)	47%	$ 474,310
Total Federal Direct	1,005,960	1,005,960	474,310	(531,650)		474,310
State:						
CO&DS Withheld for Bonds	415,740	415,740	-	(415,740)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	415,740	415,740	-	(415,740)	0%	-
Local:						
Interest on Investments	-	229,133	231,611	2,478	101%	215,738
Net Increase (Decrease) in the Fair Value	220,000	57	(75,903)	(75,960)	-133163%	1,225
Total Local	220,000	229,190	155,708	(73,482)	68%	216,963
Total Revenues	1,641,700	1,650,890	630,018	(1,020,872)	38%	691,273
EXPENDITURES						
Current:						
Redemption of Principal	20,988,327	18,037,244	7,415,000	10,622,244	41%	8,387,454
Interest	11,909,515	11,827,298	4,639,167	7,188,131	39%	4,973,889
Dues and Fees	18,301	16,304	5,535	10,769	34%	4,863
Other Debt Service	-	-	-	-		-
Total Debt Service	32,916,143	29,880,846	12,059,702	17,821,144	40%	13,366,206
Total Expenditures	32,916,143	29,880,846	12,059,702	17,821,144	40%	13,366,206
Excess (Deficiency) of Revenues Over (Under) Expenditures	(31,274,443)	(28,229,956)	(11,429,684)	16,800,272		(12,674,933)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	31,494,443	28,459,143	12,152,966	(16,306,177)	43%	12,240,462
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	31,494,443	28,459,143	12,152,966	(16,306,177)		12,240,462
Total Other Financing Sources (Uses)	31,494,443	28,459,143	12,152,966	(16,306,177)	43%	12,240,462
Net Change in Fund Balances	220,000	229,187	723,282	494,095		(434,471)
Fund Balances, Beginning	11,889,269	11,889,269	11,889,269	-		12,202,979
Fund Balances, Ending	$ 12,109,269	$ 12,118,456	$ 12,612,551	$ 494,095		$ 11,768,508

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended December 31, 2022

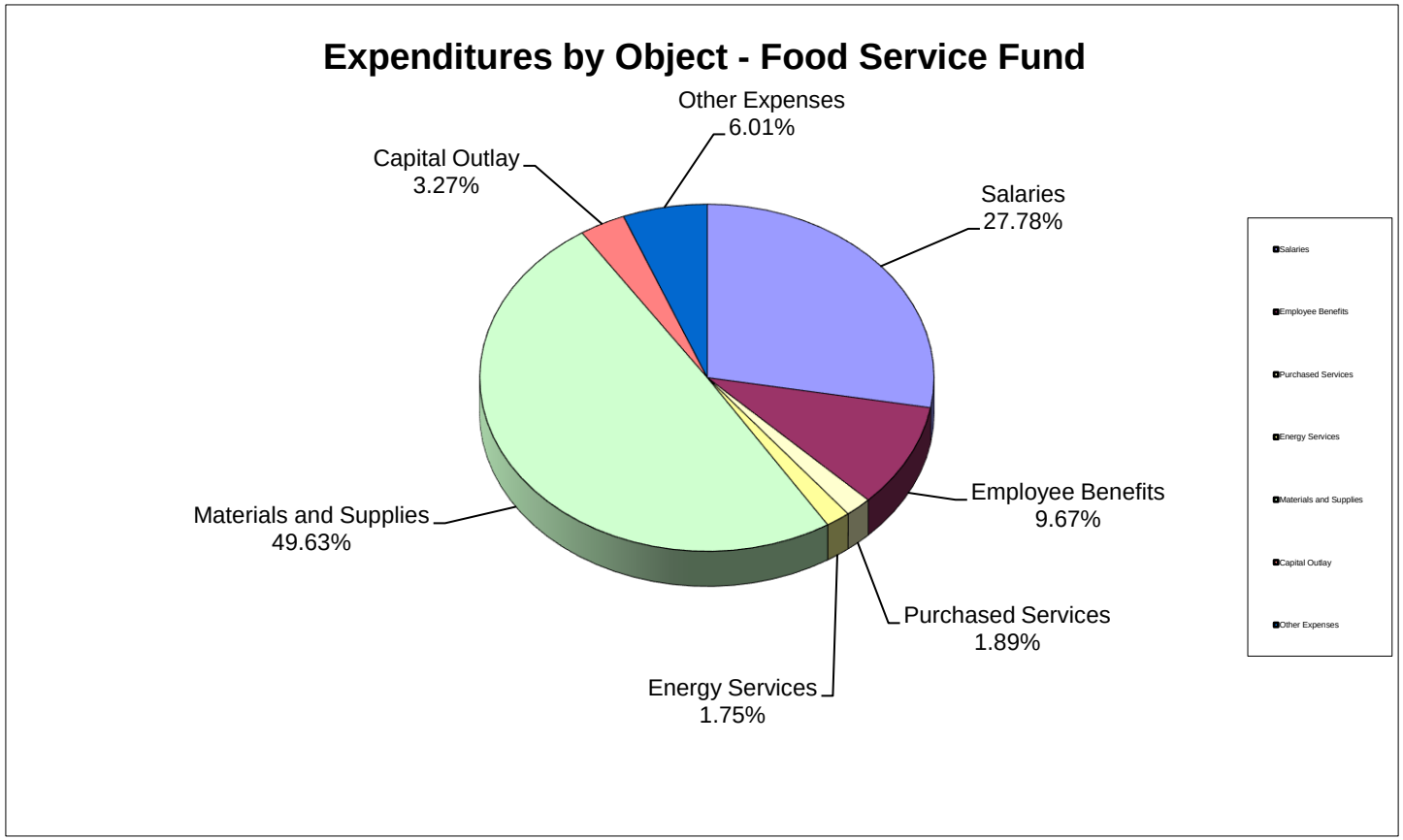
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
State:						
CO&DS Distributed	$ 1,442,884	$ 1,442,884	$ -	$ (1,442,884)	0%	$ -
Interest on CO&DS	30,699	30,699	-	(30,699)	0%	-
Public Education Capital Outlay PECO	1,880,296	1,880,296	1,880,296	-	100%	2,000,000
Charter School Cap Outlay PECO	3,868,382	4,068,435	2,044,981	(2,023,454)	50%	1,875,717
Other Miscellaneous State Revenue	1,215,764	1,215,764	1,215,764	-	100%	748,882
Total State Sources	8,438,025	8,638,078	5,141,041	(3,497,037)	60%	4,624,599
Local:						
District Capital Taxes	86,353,895	86,353,895	65,353,232	(21,000,663)	76%	51,835,358
Local Sales Tax	46,935,684	46,935,684	17,291,313	(29,644,371)	37%	15,902,387
Interest on Investments	20,000	670,000	564,622	(105,378)	84%	9,434
Other Miscellaneous Local Sources	79,875	79,875	23,658	(56,217)	30%	17,752
Impact Fees	31,150,906	31,150,906	14,434,923	(16,715,983)	46%	13,709,504
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	164,540,360	165,190,360	97,667,748	(67,522,612)	59%	81,474,435
Total Revenues	172,978,385	173,828,438	102,808,789	(71,019,649)	59%	86,099,034
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	262,783,422	260,070,708	13,839,486	246,231,222	5%	10,995,416
Furniture, Fixtures, and Equipment	16,225,355	19,263,995	5,591,625	13,672,370	29%	5,956,010
School Buses	1,496,676	1,585,757	-	1,585,757	0%	27,867
Motor Vehicles	992,009	1,018,675	200,906	817,769	20%	133,672
Land	1,850,000	1,850,000	10,000	1,840,000	1%	-
Improvements Other Than Buildings	6,401,345	6,397,273	1,848,750	4,548,523	29%	4,164,547
Remodeling and Renovation	67,478,895	69,775,112	14,824,426	54,950,686	21%	13,360,359
Computer Software	3,480,382	3,456,474	2,914,815	541,659	84%	2,305,625
Total Capital Outlay	360,708,084	363,417,994	39,230,008	324,187,986	11%	36,943,496
Other Expenses:						
Charter School Capital Outlay Sales Tax	4,479,006	4,042,475	1,400,118	2,642,357	35%	933,523
Total Other Expenses	4,479,006	4,042,475	1,400,118	2,642,357		933,523
Debt Service:						
Redemption of Principal	1,603,998	1,603,998	330,004	1,273,994	21%	351,542
Interest	72,955	72,954	7,497	65,457	10%	14,872
Dues and Fees	-	-	-	-		250
Total Debt Service	1,676,953	1,676,952	337,501	1,339,451	20%	366,664
Total Expenditures	366,864,043	369,137,421	40,967,627	328,169,794	11%	38,243,683
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,885,658)	(195,308,983)	61,841,162	257,150,145		47,855,351
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	130,000,000	130,000,000	-	130,000,000	0%	-
Proceeds of Lease-Purchase Agreements	171,862	171,862	171,862	-	100%	-
Transfers In:						
From General Fund	-	882,389	882,389	-	100%	-
Transfers Out:						
To General Fund	(19,264,266)	(18,509,319)	(10,390,117)	(8,119,202)	56%	(9,198,691)
To Debt Service	(31,494,443)	(28,459,143)	(12,152,966)	(16,306,177)	43%	(12,240,462)
Total Transfers	(50,758,709)	(46,968,462)	(22,543,083)	(24,425,379)		(21,439,153)
Total Other Financing Sources (Uses)	79,413,153	84,085,789	(21,488,832)	(105,574,621)	-26%	(21,439,153)
Net Change in Fund Balances	(114,472,505)	(111,223,194)	40,352,330	151,575,524		26,416,198
Fund Balances, Beginning	125,245,984	125,245,984	125,245,984	-		93,921,482
Fund Balances, Ending	$ 10,773,479	$ 14,022,790	$ 165,598,314	$ 151,575,524		$ 120,337,680

Expenditures by Object - Capital Projects Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	$ -	$ -		$ 23,519
School Lunch Reimbursement	16,821,700	16,821,700	7,804,645	(9,017,055)	46%	11,266,456
School Breakfast Reimbursement	5,700,800	5,700,800	2,624,309	(3,076,491)	46%	3,117,323
After-School Snack Reimbursement	400,000	400,000	46,429	(353,571)	12%	-
Child Care Food Program	420,000	420,000	493,229	73,229	117%	516,384
USDA Donated Commodities	2,150,000	2,150,000	-	(2,150,000)	0%	-
Cash n Lieu of Donated	35,000	35,000	36,765	1,765	105%	24,525
Summer Food Service Program	625,000	625,000	376,559	(248,441)	60%	405,178
Other Food Service Revenue	890,511	890,511	922,894	(32,383)	104%	48,424
Total Federal Through State	27,043,011	27,043,011	12,304,830	(14,802,947)	46%	15,401,809
State:						
School Breakfast Supplement	140,000	140,000	72,607	(67,393)	52%	-
School Lunch Supplement	170,000	170,000	82,447	(87,553)	48%	-
Other Miscellaneous State	-	-	-	-		-
Total State	310,000	310,000	155,054	(154,946)	50%	-
Local:						
Interest on Investments	10,000	10,000	122,953	112,953	1230%	3,410
Student Lunches	4,315,900	4,315,900	1,702,121	(2,613,779)	39%	-
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	175,000	175,000	53,004	(121,996)	30%	57,275
Student/Adult Ala Carte	1,900,000	1,903,000	805,103	(1,097,897)	42%	639,645
Catering/Special	48,000	45,000	9,040	(35,960)	20%	10,426
Other Food Sales	-	-	-	-		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	(1,380)	(1,380)		2,161
Sale of Junk	-	1,079	1,499	420	139%	
Other Miscellaneous Local Sources	75,000	75,000	70,733	(4,267)	94%	29,379
Refund of Prior Year Expense	-	694	694	-	100%	-
Total Local	6,523,900	6,525,673	2,763,767	(3,761,906)	42%	742,296
Total Revenues	33,876,911	33,878,684	15,223,651	(18,719,799)	45%	16,144,105
EXPENDITURES						
Current:						
Salaries	10,875,119	7,744,520	4,278,018	3,466,502	55%	3,588,764
Employee Benefits	-	3,130,850	1,489,798	1,641,052	48%	1,370,780
Purchased Services	-	895,565	291,611	603,954	33%	296,029
Energy Services	4,880,736	605,000	269,206	335,794	44%	208,632
Materials and Supplies	16,635,947	18,263,068	7,642,329	10,620,739	42%	6,594,748
Capital Outlay	1,284,364	1,267,414	503,287	764,127	40%	364,128
Other Expenses	-	1,770,000	925,872	844,128	52%	804,248
Total Food Service	33,676,166	33,676,417	15,400,121	18,276,296	46%	13,227,329
Total Expenditures	33,676,166	33,676,417	15,400,121	18,276,296	46%	13,227,329
Net Change in Fund Balance	200,745	202,267	(176,470)	(378,737)		2,916,776
Fund Balance, Beginning	12,771,125	12,771,125	12,771,125	-		6,913,448
Fund Balance, Ending	$ 12,971,870	$ 12,973,392	$ 12,594,655	$ (378,737)		$ 9,830,224

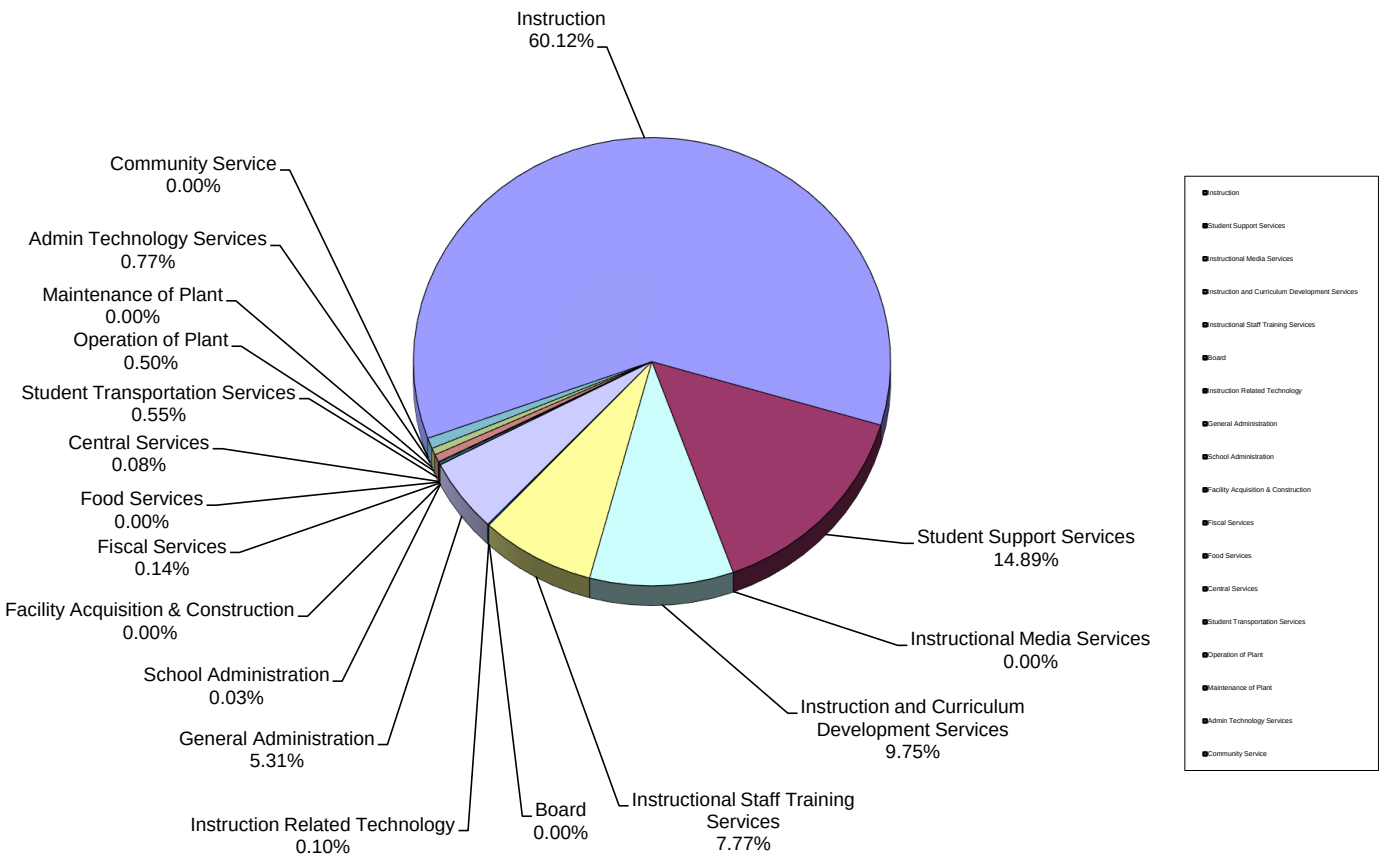

Expenditures by Object - Food Service Fund
Other Expenses
6.01%
Capital Outlay
3.27%
Salaries
27.78%
Employee Benefits
9.67%
Materials and Supplies
49.63%
Purchased Services
1.89%
Energy Services
1.75%
Salaries
Employee Benefits
Purchased Services
Energy Services
Materials and Supplies
Capital Outlay
Other Expenses

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	-		$ -
Pell	-	1,054,090	1,055,138	(1,048)	100%	979,776
Miscellaneous Federal Direct	89,711	663,564	355,917	307,647	54%	463,480
Total Federal Direct	89,711	1,717,654	1,411,055	306,599	82%	1,443,256
Federal Through State:						
Career and Technical Education	-	817,061	232,328	584,733	28%	449,112
Teacher/Principal Training & Recruiting	-	1,796,599	700,085	1,096,514	39%	748,621
Adult Migrant Education	-	290,215	158,964	131,251	55%	165,701
Eng Lit and Civics Education	-	205,193	111,437	93,756	54%	45,705
Individuals with Disabilities Education Act	12,205,278	15,953,029	5,126,579	10,826,450	32%	5,106,445
Elementary and Secondary Education Act Title I	12,986,966	16,982,679	7,381,738	9,600,941	43%	6,112,082
Language Instruction Title III	-	1,481,016	861,957	619,059	58%	603,382
Adult General Education	-	558,328	324,621	233,707	58%	282,618
21st Century Schools - Title IV	-	1,359,450	265,396	1,094,054	20%	367,614
Educational Stabilization Funds - K-12	-	768,416	27,598,108	(26,829,692)	3592%	14,535,180
Educational Stabilization Funds - Workforce		-	914,016	(914,016)		823,174
Educational Stabilization Funds - VPK		-	11,759	(11,759)		-
Other Federal Through State	-	2,168,078	109,188	2,058,890	5%	110,627
Total Federal Through State	25,192,244	42,380,064	43,796,176	(1,416,112)	103%	29,350,261
Total Revenues	25,281,955	44,097,718	45,207,231	(1,109,513)	103%	30,793,517
EXPENDITURES						
Current:						
Instruction	18,581,754	24,445,510	22,881,858	1,563,652	94%	13,346,016
Student Support Services	759,769	2,825,665	5,668,147	(2,842,482)	201%	5,408,636
Instructional Media Services	-	-	-	-		-
Instruction and Curriculum Development Services	1,679,147	8,408,807	3,709,258	4,699,549	44%	3,053,595
Instructional Staff Training Services	3,674,976	6,638,155	2,956,804	3,681,351	45%	2,325,562
Board	-	-	-	-		-
Instruction Related Technology	1,578	(7,393)	37,022	(44,415)	-501%	41,692
General Administration	544,154	1,518,633	2,018,995	(500,362)	133%	599,463
School Administration	-	2,722	12,327	(9,605)	453%	-
Facility Acquisition & Construction	-	-	-	-		-
Fiscal Services	-	128,348	51,765	76,583	40%	33,473
Food Services	-	-	-	-		-
Central Services	-	222,015	32,090	189,925	14%	1,359
Student Transportation Services	40,577	(1,451,254)	207,961	(1,659,215)	-14%	5,788
Operation of Plant	-	(1,483,965)	188,574	(1,672,539)	-13%	363,223
Maintenance of Plant	-	-	692	(692)		-
Admin Technology Services	-	(673,152)	292,167	(965,319)	-43%	9,088
Community Services	-	-	-	-		-
Total Expenditures	25,281,955	40,574,091	38,057,660	2,516,431	94%	25,187,895
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,523,627	7,149,571	(3,625,944)		5,605,622
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	3,576,373	(649,571)	4,225,944	-18%	(3,105,622)
To Internal Service Fund	-	(7,100,000)	(6,500,000)	(600,000)	92%	(2,500,000)
Total Other Financing Sources (Uses)	-	(3,523,627)	(7,149,571)	3,625,944		(5,605,622)
Net Change in Fund Balance	-	-	-	-		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	$ -	$ -		$ -

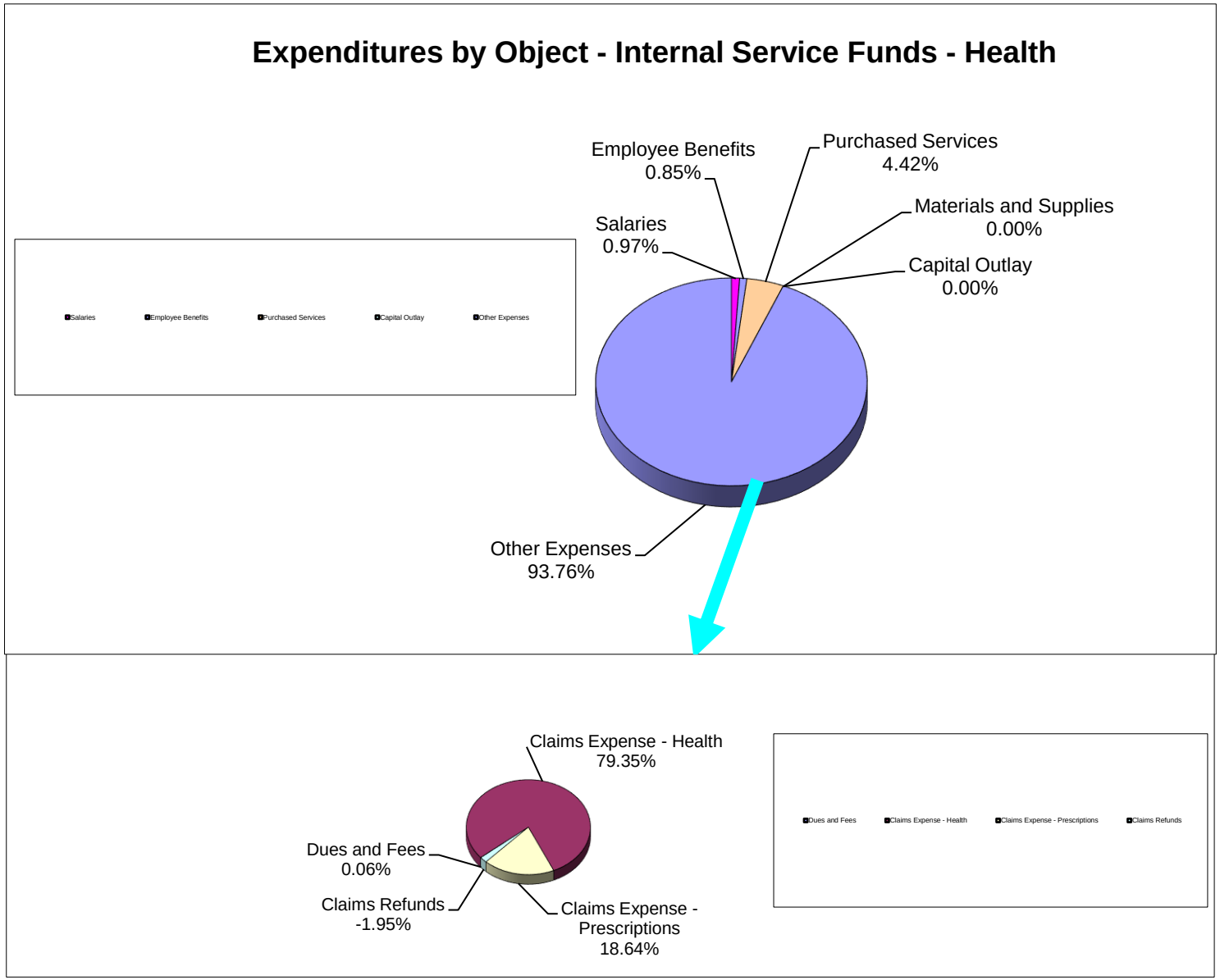
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



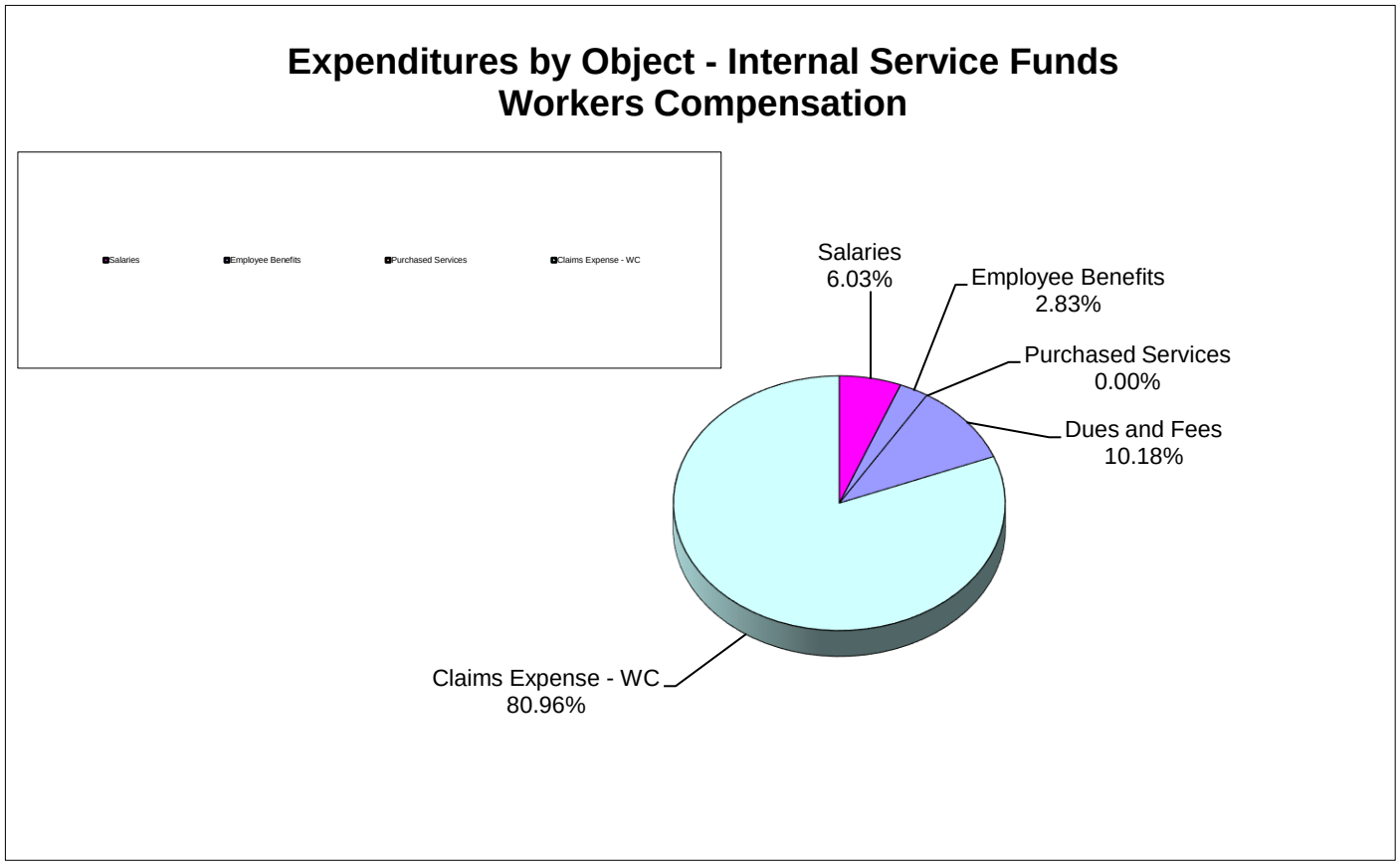
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Operating Revenues:						
Premium - Employer	$ 47,461,000	$ 34,125,000	$ 15,468,899	$ (18,656,101)	45%	$ 16,853,182
Premium - Employee	-	11,486,000	5,499,102	(5,986,898)	48%	5,853,051
Premium - Retiree	-	1,450,000	649,015	(800,985)	45%	671,364
Premium - Leave/COBRA	-	400,000	188,925	(211,075)	47%	225,650
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	47,461,000	47,461,000	21,805,941	(25,655,059)	46%	23,603,247
Total Revenues	47,461,000	47,461,000	21,805,941	(25,655,059)	46%	23,603,247
EXPENDITURES						
Operating Expenditures:						
Salaries		636,441	325,904	310,537	51%	300,953
Employee Benefits		470,659	285,559	185,100	61%	97,188
Purchased Services	4,472,852	3,408,258	1,486,200	1,922,058	44%	1,566,759
Materials and Supplies	-	3,500	996	2,504	28%	1,550
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	-	40,000	20,393	19,607	51%	19,782
Subs for ATD	-	-	-	-		-
Claims Expense - Health	47,725,584	35,990,320	26,027,990	9,962,330	72%	20,257,533
Claims Expense - Prescriptions	-	12,135,069	6,114,067	6,021,002	50%	6,829,862
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(435,069)	(638,455)	203,386	147%	(48,747)
Total Other Expenses	47,725,584	47,730,320	31,523,995	16,206,325	66%	27,058,430
Total Expenditures	52,198,436	52,249,178	33,622,654	18,626,524	64%	29,024,880
Operating Income (Loss)	(4,737,436)	(4,788,178)	(11,816,713)	(7,028,535)		(5,421,633)
Transfers In:						
From Special Revenue		7,100,000	6,500,000	600,000		2,500,000
Change in Net Position	(4,737,436)	2,311,822	(5,316,713)	(7,628,535)		(2,921,633)
Net Position, Beginning	8,444,558	8,444,558	8,444,558	-		11,678,999
Net Position, Ending	$ 3,707,122	$ 10,756,380	$ 3,127,845	$ (7,628,535)		$ 8,757,366


Expenditures by Object - Internal Service Funds - Health
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Employee Benefits 0.85%
Purchased Services 4.42%
Materials and Supplies 0.00%
Salaries 0.97%
Capital Outlay 0.00%
Other Expenses 93.76%
Claims Expense - Health 79.35%
Dues and Fees 0.06%
Claims Refunds -1.95%
Claims Expense - Prescriptions 18.64%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

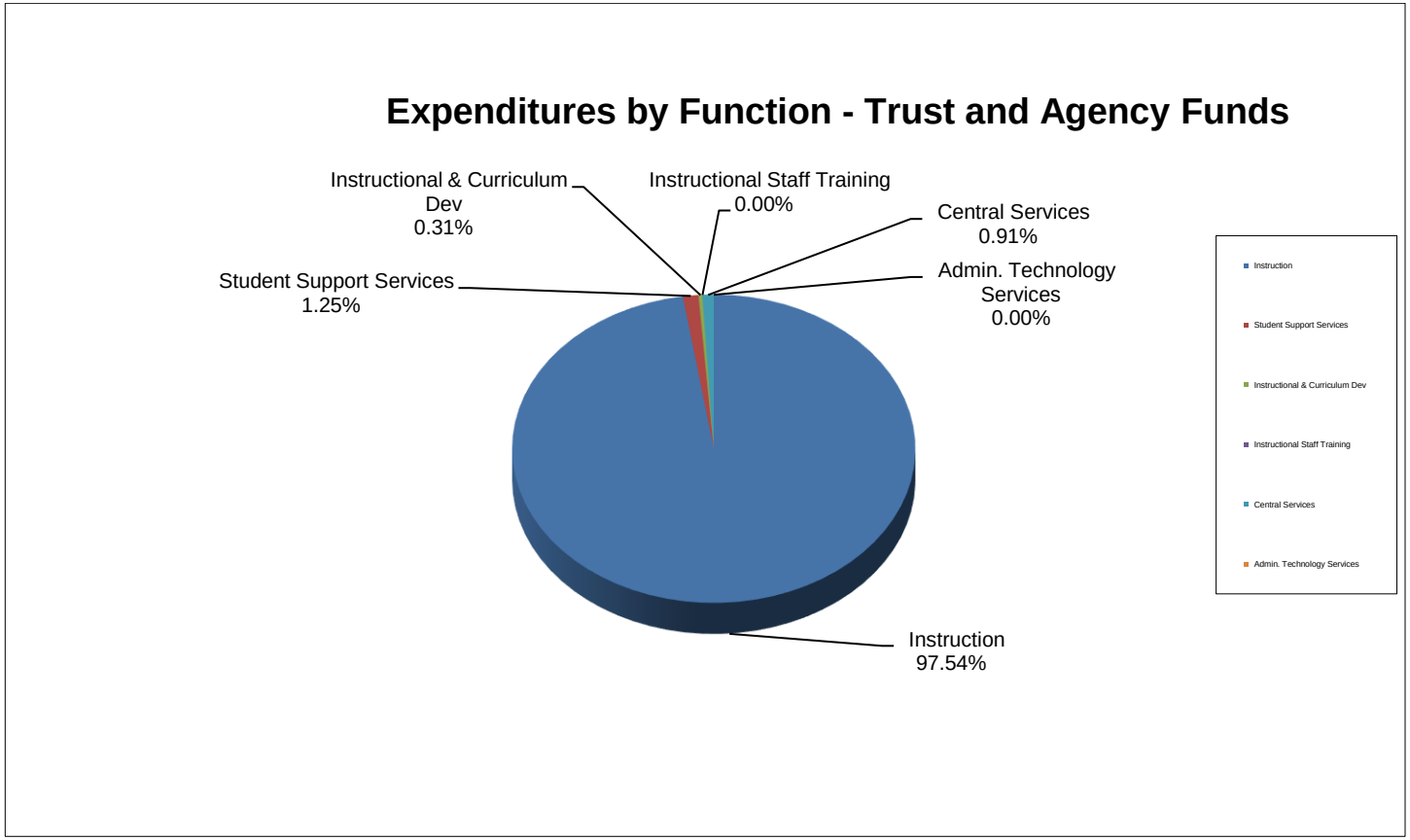
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Workers Compensation
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Operating Revenues:						
Premium - Employer	$ 2,570,000	$ 2,570,000	$ 1,456,639	$ (1,113,361)	57%	$ 1,367,639
Total Operating Revenues	2,570,000	2,570,000	1,456,639	(1,113,361)	57%	1,367,639
Total Revenues	2,570,000	2,570,000	1,456,639	(1,113,361)	57%	1,367,639
EXPENDITURES						
Operating Expenditures:						
Salaries	-	218,094	80,452	137,642	37%	87,951
Employee Benefits	-	85,313	37,741	47,572	44%	34,910
Purchased Services	624,472	-	-	-		-
Other Expenses:						
Dues and Fees	-	330,336	135,819	194,517	41%	75,741
Claims Expense - Workers' Comp	2,345,000	2,500,000	1,097,466	1,402,534	44%	989,467
Claims Refund	-	(155,000)	(17,114)	(137,886)	11%	(143,789)
Total Other Expenses	2,345,000	2,675,336	1,216,171	1,459,165	45%	921,419
Total Expenditures	2,969,472	2,978,743	1,334,364	1,644,379	45%	1,044,280
Operating Income (Loss)	(399,472)	(408,743)	122,275	531,018		323,359
Change in Net Position	(399,472)	(408,743)	122,275	531,018		323,359
Net Position, Beginning	2,266,182	2,266,182	2,266,182	-		2,022,148
Net Position, Ending	$ 1,866,710	$ 1,857,439	$ 2,388,457	$ 531,018		$ 2,345,507


Expenditures by Object - Internal Service Funds
Workers Compensation
Salaries
Employee Benefits
Purchased Services
Claims Expense - WC
Salaries
6.03%
Employee Benefits
2.83%
Purchased Services
0.00%
Dues and Fees
10.18%
Claims Expense - WC
80.96%

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended December 31, 2022

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual December 2021
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 215,000	$ 114,746	$ (100,254)	53%	$ 107,640
Total Federal Direct	215,000	215,000	114,746	(100,254)	53%	107,640
Local:						
Gifts, Grants, & Bequests	-	20,870	20,870	-	100%	461
Financial Aid Fees	256,259	256,260	252,003	(4,257)	98%	244,106
Other Miscellaneous Local Sources	150,000	172,428	187,628	15,200	109%	164,595
Total Local	406,259	449,558	460,501	10,943	102%	409,162
Total Revenues	621,259	664,558	575,247	(89,311)	87%	516,802
EXPENDITURES						
Instruction	1,500,635	1,527,564	261,620	1,265,944	17%	204,606
Student Support Services	37,876	52,996	3,340	49,656	6%	2,602
Instructional & Curriculum Dev	-	1,250	826	424	66%	-
Instructional Staff Training	-	-	-	-		-
General Administration	50	50	-	50	0%	-
Central Services	12,804	12,804	2,430	10,374	19%	3,313
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Total Expenditures	1,551,365	1,594,664	268,216	1,326,448	17%	210,521
Change in Net Position	(930,106)	(930,106)	307,031	1,237,137		306,281
Net Position, Beginning	945,156	945,156	945,156	-		600,754
Net Position, Ending	$ 15,050	$ 15,050	$ 1,252,187	$ 1,237,137		$ 907,035


Expenditures by Function - Trust and Agency Funds
Instructional & Curriculum Dev 0.31%
Instructional Staff Training 0.00%
Central Services 0.91%
Admin. Technology Services 0.00%
Student Support Services 1.25%
Instruction 97.54%
Instruction
Student Support Services
Instructional & Curriculum Dev
Instructional Staff Training
Central Services
Admin. Technology Services

AGENDA ITEM NO. 5.2

School Board of Manatee County
February 14, 2023 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through December 31, 2022

Executive Summary
Unaudited year-to-date financial statements of the Charter Schools are submitted to the District each month or quarter, depending on each school's reporting requirements. These reports are filed in the District's administrative offices and are available upon request.

The District reviews and summarizes the financial statements; however, cannot certify as to their accuracy. The summary data is provided for information only purposes. Each charter school's Board is responsible for the accuracy of the monthly financial statements submitted to the District.

Note: Annual financial audits are conducted by independent CPAs for each Charter school following the fiscal year end.

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Summary 2022-2023 - Consolidated 12-2022

School District of Manatee County
Summary of Charter School Financial Reports
Fiscal Year 2022-23

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2022	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00	$ 1,128,964.00						
Revenue	66,788.00	165,986.00	352,139.00	352,139.00	465,406.95	582,669.60						
Expense	(15,619.00)	(135,248.00)	(380,084.00)	(380,084.00)	(545,761.13)	(647,251.02)						
Transfers						48,104.00						
Fund Balance, Ending	$ 1,180,133.00	$ 1,159,702.00	$ 1,101,019.00	$ 1,101,019.00	$ 1,048,609.82	$ 1,112,486.58						
2102 - Team Success*												
Fund Balance July 1, 2022	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00						
Revenue	-		2,613,802.00			$ 5,707,286.00						
Expense	-		(2,733,886.00)			(4,981,418.00)						
Transfers	-		(326,986.00)			(446,730.00)						
Fund Balance, Ending	$ -	$ -	$ 2,636,415.00	$ -	$ -	$ 3,362,623.00						
2104 - Manatee School for the Arts												
Fund Balance July 1, 2022	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00						
Revenue	1,187,447.00	2,709,960.00	4,264,840.00	5,809,782.00	7,587,627.00	9,051,567.00						
Expense	(514,140.00)	(1,868,338.00)	(3,455,079.00)	(4,780,437.00)	(6,324,089.00)	(7,599,010.00)						
Transfers												
Fund Balance, Ending	$ 7,021,495.00	$ 7,189,810.00	$ 7,157,949.00	$ 7,377,533.00	$ 7,611,726.00	$ 7,800,745.00						
2120 - Rowlett Middle Academy*												
Fund Balance July 1, 2022	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00						
Revenue	389,887.78	848,198.17	1,255,684.84			3,827,206.64						
Expense	(440,768.92)	(1,000,678.19)	(1,424,765.02)			(3,409,166.58)						
Transfers	(126,530.06)	(132,560.06)	(126,530.26)			(356,303.72)						
Fund Balance, Ending	$ (129,466.20)	$ (237,095.08)	$ (247,665.44)	$ 47,945.00	$ 47,945.00	$ 109,681.34						
2121 - Manatee Charter School												
Fund Balance July 1, 2022	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00						
Revenue	319,261.60	839,694.36	1,400,934.77	1,753,236.59	2,236,372.60	2,783,964.72						
Expense	(175,265.37)	(572,578.14)	(968,501.68)	(1,317,556.33)	(1,724,901.61)	(2,182,382.27)						
Transfers	(90,946.97)	(181,893.94)	(272,840.91)	(363,787.88)	(454,734.85)	(545,681.82)						
Fund Balance, Ending	$ 96,087.26	$ 128,260.28	$ 202,630.18	$ 114,930.38	$ 99,774.14	$ 98,938.63						
2122 - Oasis Middle School												
Fund Balance July 1, 2022	$ 388,215.00	$ 388,215.00	$ 388,215.00	$ 388,215.00	$ 388,215.00	$ 388,215.00						
Revenue	44,022.00	103,443.00	145,142.00	182,539.00	231,460.00	269,160.00						
Expense	(59,996.00)	(134,445.00)	(224,666.00)	(293,470.00)	(375,608.00)	(440,035.00)						
Transfers												
Fund Balance, Ending	$ 372,241.00	$ 357,213.00	$ 308,691.00	$ 277,284.00	$ 244,067.00	$ 217,340.00						
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2022	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41	$ 1,354,622.41						
Revenue	474,487.34	935,992.80	1,497,792.68	2,003,261.79	2,602,376.05	3,102,685.45						
Expense	(176,933.59)	(680,714.33)	(1,158,850.93)	(1,769,098.75)	(2,092,908.57)	(2,724,754.39)						
Transfers	(65,627.09)	(302,194.53)	(317,616.66)	(572,368.95)	(413,663.53)	(255,950.67)						
Fund Balance, Ending	$ 1,586,549.07	$ 1,307,706.35	$ 1,375,947.50	$ 1,016,416.50	$ 1,450,426.36	$ 1,476,602.80						
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2022	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00						
Revenue	380,058.01	753,790.03	1,369,166.33	1,369,166.33	2,388,962.34	2,774,888.86						
Expense	(273,254.49)	(690,051.47)	(1,085,020.72)	(1,085,020.72)	(2,031,570.14)	(2,583,562.18)						
Transfers	(4,221.87)	38,120.26	57,257.39	57,257.39	49,610.30	80,688.32						
Fund Balance, Ending	$ 113,988.65	$ 113,265.82	$ 352,810.00	$ 352,810.00	$ 418,409.50	$ 283,422.00						
2131 - Palmetto Charter School*												
Fund Balance July 1, 2022	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00						
Revenue	-	-	1,486,060.54			3,018,263.93						
Expense	-	-	(1,403,226.72)			(2,662,171.09)						
Transfers												
Fund Balance, Ending	$ -	$ -	$ 1,035,725.82	$ -	$ -	$ 1,308,984.84						
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2022	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00						
Revenue	-		942,675.00			2,022,080.00						
Expense	-		(613,847.00)			(1,535,316.00)						
Transfers	-											
Fund Balance, Ending	$ -	$ -	$ 2,362,192.00	$ -	$ -	$ 2,520,128.00						
2161 - Visible Men Academy												
Fund Balance July 1, 2022	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.00	$ 794,236.00						
Revenue	79,108.08	156,239.67	254,270.38	344,859.12	438,986.07	542,034.89						
Expense	(124,742.40)	(286,130.67)	(417,583.67)	(596,016.85)	(748,926.71)	(873,382.55)						
Transfers												
Fund Balance, Ending	$ 748,602.17	$ 664,345.49	$ 630,923.20	$ 543,078.76	$ 484,295.36	$ 462,888.34						
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2022	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00						
Revenue			2,128,429.19			4,501,746.82						
Expense			(2,236,492.83)			(4,550,482.70)						
Transfers			(124,066.69)			(333,967.96)						
Fund Balance, Ending	$ -	$ -	$ 857,439.67	$ -	-	$ 706,866.16						
2181 - Parrish Charter Academy												
Fund Balance July 1, 2022	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00						
Revenue	390,603.00	438,035.00	1,317,780.00	1,784,265.00	2,722,607.00	3,233,397.00						
Expense	(483,597.00)	(463,719.00)	(1,344,006.00)	(1,817,698.00)	(2,596,971.00)	(3,080,886.00)						
Transfers	(226.00)	5,531.00	(19,915.00)	9,888.00	24,802.00	37,024.00						
Fund Balance, Ending	$ 865,049.00	$ 938,116.00	$ 912,128.00	$ 934,724.00	$ 1,108,707.00	$ 1,147,804.00						
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2022	$ -	$ -	$ -	$ -	$ -	$ -						
Revenue	402,208.80	1,676,682.78	2,614,576.30	2,951,314.00	3,747,924.79	4,525,126.44						
Expense	(400,639.93)	(908,629.77)	(2,173,025.37)	(2,635,627.00)	(3,455,018.32)	(4,231,068.48)						
Transfers												
Fund Balance, Ending	$ 1,568.87	$ 768,053.01	$ 441,550.93	$ 315,687.00	$ 292,906.47	$ 294,057.96						

***Quarterly Reports/High Performing**

NOTE: This is a summary of the unaudited financial statements of the Charter Schools. For audited financial statements, please refer to the Florida Department of Education.
Rowlett Middle Academy recorded beginning balance without Audit adjustment - made correction in December 2022

AGENDA ITEM NO. 5.3

School Board of Manatee County
February 14, 2023 - Regular Board Meeting

Title
Quarterly ESSER Report for Period Ending December 31, 2022

Executive Summary
The Elementary and Secondary School Emergency Relief (ESSER) Fund was established as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act in March 2020. The CARES Act provided direct funding to State Education Agencies (SEA) and Local Education Agencies (LEA) to address the impact of COVID-19 on elementary and secondary schools.

The Elementary and Secondary School Emergency Relief (ESSER II) funds under the Coronavirus Response and Relief Supplemental Appropriations (CRRSA) Act are provided to Local Educational Agencies (LEAs) to address the impact that the Novel Coronavirus Disease 2019 (COVID-19) has had, and continues to have, on elementary and secondary schools in Florida. This includes helping school districts and other LEAs safely reopen schools, restore and maintain high-quality learning environments, measure and effectively address significant learning loss, and take other actions to mitigate the impact of COVID-19 on the students and families who depend on our K-12 schools. All expenditures must align to programmatic, fiscal and reporting assurances put forth by the CRRSA Act.

On March 11, 2021, the American Rescue Plan (ARP) Act was signed into law. In it, the U.S. Department of Education is providing an additional $121.9 billion for the Elementary and Secondary School Emergency Relief Fund (ARP ESSER Fund). This legislation awards grants to state educational agencies for providing school districts with emergency relief funds to address the impact of COVID-19. Ninety percent will be awarded to school districts. The remaining funds will be used for state-level activities to address issues caused by COVID-19.

Attached is the District's Quarterly ESSER Report for the period ending December 31, 2022.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready to Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Contact
Submitting Department: Business Services
Initiated By: Rachel Sellers

Attachments:
December 31, 2022 ACTUALS - ALL- GRANTS

ESSER as of 12/31/2022

Project Status A

Fund	FundDescr	Project	ProjectDescr	Sum of Current Budget	Sum of Current Actuals	Sum of Encumbered	Sum of Pre-Encun	Sum of Actual Bal	Sum of Balance	Ending Date
44201	**Other CARES Act Relief Fun**	4021104451	CARES ACT - MTC - Other	$3,480,444.00	$2,478,530.73	$681,867.80	$0.00	$1,001,913.27	$320,045.47	6/30/2023
44201 Total				**$3,480,444.00**	**$2,478,530.73**	**$681,867.80**	**$0.00**	**$1,001,913.27**	**$320,045.47**	
44301	**CRRSA Act ESSER (ESSER II)**	4930504373	ESSER II Lump	$28,066,447.00	$21,405,291.91	$1,649.71	$2,466.23	$6,661,155.09	$6,657,039.15	9/30/2023
		4930504379	ESSER III	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
		4930804377	ESSER II Civics Curricula	$182,133.00	$1,639.00	$0.00	$0.00	$180,494.00	$180,494.00	9/30/2023
		4930804442	ESSER III Learning Loss	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
		4930804482	ESSER II Reading Tutoring I	$1,064,091.00	$160,604.85	$52,048.97	$0.00	$903,486.15	$851,437.18	9/30/2023
		4931804376	ESSER II Non-Enrollment A	$1,581,208.00	$1,533,237.48	$0.00	$0.00	$47,970.52	$47,970.52	9/30/2023
		4932304378	CTE Dual Enrollment ESSER	$413,200.00	$28,083.03	$28,787.79	$12,635.22	$385,116.97	$343,693.96	9/30/2023
		4957104375	ESSER II Technology Assista	$1,976,510.00	$1,419,587.33	$176,903.97	$0.00	$556,922.67	$380,018.70	9/30/2023
44301 Total				**$33,283,589.00**	**$24,548,443.60**	**$259,390.44**	**$15,101.45**	**$8,735,145.40**	**$8,460,653.51**	
44501	**ARP Act ESSER**	4930504379	ESSER III	$71,096,586.00	$27,939,658.12	$1,027,242.93	$225,518.97	$43,156,927.88	$41,904,165.98	9/30/2024
		4930504572	ESSER T-IX Homeless	$664,858.00	$125,271.04	$22,171.03	$640.00	$539,586.96	$516,775.93	9/30/2024
		4930804442	ESSER III Learning Loss	$17,774,146.00	$6,830,196.96	$61,550.00	$0.00	$10,943,949.04	$10,882,399.04	9/30/2024
44501 Total				**$89,535,590.00**	**$34,895,126.12**	**$1,110,963.96**	**$226,158.97**	**$54,640,463.88**	**$53,303,340.95**	
44601	**Other ARP Act Relief**	4930804513	ARP HIITS	$767,250.00	$45,000.00	$84,000.00	$0.00	$722,250.00	$638,250.00	9/30/2024
		4931004462	ARP IDEA K-12	$2,567,748.00	$142,170.58	$20,087.87	$3,369.88	$2,425,577.42	$2,402,119.67	9/30/2023
		4931004472	ARP IDEA Pre-K	$168,128.00	$67,644.25	$180.76	$27.50	$100,483.75	$100,275.49	9/30/2023
		4979804123	Emergency Connectivity 22	$2,010,878.04	$49,300.00	$0.00	$0.00	$1,961,578.04	$1,961,578.04	6/30/2023
44601 Total				**$5,514,004.04**	**$304,114.83**	**$104,268.63**	**$3,397.38**	**$5,209,889.21**	**$5,102,223.20**	
Grand Total				**$131,813,627.04**	**$62,226,215.28**	**$2,156,490.83**	**$244,657.80**	**$69,587,411.76**	**$67,186,263.13**	

These amounts are included in above.

Object	AccountDescr	Sum of Current Budget	Sum of Current Actuals	Sum of Encumbered	Sum of Pre-Encumbered	Sum of Actual Balance	Sum of Balance	
411201	Other SAMP Regular Pay	$418,708.19	$38,721.19	$0.00	$0.00	$379,987.00	$379,987.00	*These positions will return to the General Fund in 2024
412101	Teachers Regular Pay	$7,579,019.44	$2,282,404.22	$0.00	$0.00	$5,296,615.22	$5,296,615.22	*Administrator and Grant Mgmt positions
413301	Guid Couns Regular Pay	$18,818,633.18	$7,710,163.84	$0.00	$0.00	$11,108,469.34	$11,108,469.34	*3rd Grade Academy, Intensive Reading/Math, ESOL Resource
413401	Other Cert Regular Pay	$4,023,052.80	$1,305,863.98	$0.00	$0.00	$2,717,188.82	$2,717,188.82	*School Counselors
415101	Teacher Aides Regular Pay	$6,328,352.54	$2,334,859.20	$0.00	$0.00	$3,993,493.34	$3,993,493.34	*Social Workers, Reading Coaches
Grand Total		**$37,167,766.15**	**$13,672,012.43**	**$0.00**	**$0.00**	**$23,495,753.72**	**$23,495,753.72**	*Reading Para HS & MS, Classroom Subs, 3rd Grade Academy

AGENDA ITEM NO. 6.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting

Title
Agenda Amendments - *added after publishing*

Executive Summary
The Chair finds good cause to amend the agenda to include:

Agenda amended on Friday, February 10, 2023, to **update** Executive Summary of New Business (Non-Consent) item, *Approval of the Use of The Interlocal Purchasing Agreement (TIPS) #210101, Technology Solutions, Products and Services, SDMC No. 23-0101-BS, Estimated in the Amount of $100,000.00 Annually*.

Agenda amended on Friday, February 10, 2023, to **update** Executive Summary and attachment of New Business (No Superintendent Recommendation) item, *Approval of the Revised Schedule of School Board Regular Meetings.*

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 7.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the January 24, 2023 Regular School Board Meeting and the January 27, 2023 School Board Exempt Shade Meeting and Workshop

Executive Summary
Approval of the Minutes of the January 24, 2023 Regular School Board Meeting and the January 27, 2023 School Board Exempt Shade Meeting and Workshop.

Contact
Submitting Department: School Board

Attachments:
January 24, 2023 Meeting Minutes
January 27, 2023 Exempt Shade Meeting and Workshop Minutes

Minutes

January 24, 2023

Regular Meeting - 5:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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1) CALL TO ORDER

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Gina Messenger, Board Member Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, Board Attorney Chad Choate, Chair Cindy Spray, Vice-Chair Richard Tatem, Board Member	Present

Minutes: Chair Choate called the Meeting to order at 5:00 PM.

2) READING OF THE DISTRICT'S VISION

Minutes: Vice-Chair Spray read the District's Vision.

3) COLOR GUARD | Bayshore High School

Minutes: Chair Choate noted that the Color Guard was not present and would be included with a future Meeting.

5) INVOCATION

Minutes: The invocation was given by Mr. Jack May.

4) PLEDGE OF ALLEGIANCE

Minutes: Chair Choate led in the recitation of the Pledge of Allegiance.

6) INFORMATION ONLY (No Board Action Required)

6.1 Leaves for January 24, 2023

7) APPROVAL OF THE AGENDA

7.1 Agenda Amendments

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Cindy Spray
AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

Minutes: The Chair found good cause to amend the agenda to include:

Agenda amended on Friday, January 20, 2023, to **update** Executive Summary and **add** attachment to New Business (No Superintendent Recommendation) item, *Board Approval of the Agreement between the School Board of Manatee County and the Florida School Boards Association (FSBA) for Consulting Services.*

Agenda amended on Friday, January 20, 2023, to **add** Reports and Presentations item, *Report on New Statutory Requirement Regarding Classroom Libraries.*

8) APPROVAL OF MINUTES

8.1 Approval of the Minutes of the January 6, 2023 School Board Workshop, January 10, 2023 Regular School Board Meeting, and the January 13, 2023 School Board Workshop

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

9) STUDENT CELEBRATIONS

9.1 2022 Congressional District App Challenge Winner

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, shared that U.S. Congressman Vern Buchanan recognized Buffalo Creek 8th Grader Jace Billingsley as the winner of the 2022 Congressional App Challenge for Florida's 16th Congressional District. He stated that Mr. Billingsley won the award for designing a software application, *CLASSTRANSLATE*, that helps foreign language students translate school lessons in real time.

Also in attendance were Mr. Billingsley's parents; Buffalo Creek Middle School Principal, Mr. Brad Scarbrough; and Buffalo Creek Middle School Engineering and Technology Teacher, Mr. Thomas Leahy.

Mr. Billingsley spoke regarding *CLASSTRANSLATE* and thanked his teacher, Mr. Leahy.

10) PUBLIC COMMENTS AND RESPONSES (UP TO 30 MINUTES)

Minutes: Public Comment as follows:

1. Doreen Chaloupka

2. Deanna Brinkley
3. Jennifer Lynne Wayman
4. Paula Lohnes
5. George Druist
6. Marie Masferrer
7. Margaret Harvey

11) REPORTS AND PRESENTATIONS

11.1 Cherry Bekaert LLP Internal Accounts Update

Minutes: Ms. DeWanna Coleman and Ms. Natalie Spralding, of Cherry Bekaert, utilized the attached presentation to provide an update regarding the Internal Accounts Audit for the year ended June 30, 2022.

Ms. Coleman spoke regarding the following:

- Results of the Audit
- Corrected and Uncorrected Misstatements
- Qualitative Aspects of Accounting Practices
- Independence Considerations
- Required Communications
- Other Matters

11.2 Report on New Statutory Requirement Regarding Classroom Libraries

Minutes: Superintendent Saunders responded to comments made during Public Comment and noted that she would be speaking at Palma Sola Elementary School on January 25 during the SAC Meeting. She clarified that there had not been any official Board Meetings discussing plans for Palma Sola Elementary School. She also spoke regarding a facility report that had been conducted and noted that the Board would hold discussion regarding the report and plans to move forward during the Workshop on February 17, 2023.

Dr. Laurie Breslin, Executive Director of Curriculum, updated the Board regarding House Bill 1467 and compliance with the new requirement.

She spoke regarding the following:

- Library Media Specialists
- Criteria for Selection of Library Materials and Classroom Libraries
- Penalty for Violating s. 847.012 F.S.

Following the presentation, the Board asked questions and held discussion. Dr. Breslin and Superintendent Saunders responded to questions and provided additional information.

Board Member Messenger requested the percentage of the books that were determined to be inappropriate to be shared during the Workshop on Friday, January 27, 2023.

Public Comment as follows:

1. Pat Barber

Chair Choate announced a recess at 6:47 PM and reconvened at 6:56 PM.

12) CONSENT ITEMS

12.1 Approval to Apply, Accept and Expend the Unified School Improvement Grant (UniSIG) Supplemental Teacher and Administrator Allocation, in the Amount of $142,500.00

12.2 Approval of the Bid for Fire Sprinkler - Inspection and Repair Services, SDMC No. 23-0090-MR, Continued Procurement for Services, Estimated in the Amount of $125,000.00

12.3 Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers

12.4 Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes

12.5 Approval of the Firms Selected for Continuing Contract Professional Services-Small Projects, No Financial Impact

12.6 Approval of Manatee High School - Grandstands and Parking Improvements - Change Order 3 Final to the Agreement Between Owner and Creative Contractors, Inc.; Reducing the Construction Manager's (CM) Contract, in the Amount of $222,349.10

12.7 Approval for the Braden River High School Journalism Students to Attend the Columbia Scholastic Press Association Convention in New York, New York, March 15-18, 2023, No Financial Impact

12.8 Approval to Submit the 2022- 2023 Class Size Reduction Compliance Plan to the Florida Department of Education, No Financial Impact

12.9 Approval to Accept and Expend the Agreement Between the School Board of Manatee County and the Manatee County Government to Provide a Driver Education Program Under the Dori Slosberg Driver Education Safety Trust Fund for the 2022-2023 School Year, in the Amount of $217, 201.00

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Cindy Spray
AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

13) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: There were no Public Comments.

14) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

15) NEW BUSINESS (NON-CONSENT ITEMS)

15.1 Approval of the Annual Comprehensive Financial Report (ACFR) and All Official Parts Thereof for the Fiscal Year Ended June 30, 2022

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman

AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, spoke regarding the Annual Comprehensive Financial Report (ACFR) and answered questions from the Board. She noted that the audit was conducted by the Auditor General and that there were no findings. Following a question, Superintendent Saunders shared that the Auditor General conducts the audit every three years.

15.2 Approval of the District's School Internal Accounts Audit Report as of and for the Year Ended June 30, 2022

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Cindy Spray
AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

16) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

16.1 Approval of Auditor Report from Carr, Riggs & Ingram (CRI)

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Mary Foreman
SECONDER:	Gina Messenger
AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

Minutes: Board Member Foreman stated that the approval was for the Sales Surtax Report which was previously presented to the Board during an Audit Committee update from Dr. Susan Agruso, Chair of the Audit Committee. She recognized Dr. Agruso for attending the Meeting.

16.2 Board Approval of the Agreement between the School Board of Manatee County and the Florida School Boards Association (FSBA) for Consulting Services

RESULT:	**Adopted [UNANIMOUS]**
MOVER:	Gina Messenger
SECONDER:	Mary Foreman
AYES:	Gina Messenger, Mary Foreman, Chad Choate, Cindy Spray, Richard Tatem

Minutes: Chair Choate noted that the consulting services would be for the superintendent search. Mr. Stephen Dye, School Board Attorney, informed the Board that he had reviewed and approved the agreement.

17) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate reviewed upcoming workshops.

18) CONTINUED PUBLIC COMMENT (IF NECESSARY)

19) UPDATES

LEGAL DEPARTMENT UPDATE

Minutes: Mr. Stephen Dye, School Board Attorney, updated the Board on the following:

Inquiry – stated that he had received an inquiry from an outside firm as a matter of information. The firm is investigating a class action suit against social media companies for causing psychological damage to students during the COVID-19 pandemic.

OPERATIONS UPDATE

Minutes: Mr. Doug Wagner, Deputy Superintendent of Operations, updated the Board on the following:

Food Services – stated that February 3 would be the 11th Annual Play with Your Fruits and Vegetables contest in the schools. He also shared that Florida Department of Agriculture recently audited the Food Services Department and had no findings. He congratulated Ms. Regina Thoma, Director of Food and Nutrition Services and the Food Services team.

Job Fair – announced that a Job Fair would be held on January 25 at the Wakeland Support Center for Operations and Paraprofessionals.

Grant for Bus Drivers – expressed appreciation for grant funds received in the amount of $244,000.00 from the Florida Department of Education to support the Transportation Department.

20) SUPERINTENDENT REMARKS

Minutes: Superintendent Saunders updated the Board on the following:

Annual Excellence in Education Awards – stated that the Awards Ceremony would be held on February 9 at Parrish Community High School.

Gettel Donation – shared that the Gettel Automotive Group donated $25,000.00 to the Automotive Maintenance and Light Repair Program at Parrish Community High School to develop and that a special ceremony to commemorate the donation was held on Thursday, January 19.

21) BOARD COMMENTS

Board Member Tatem

Thanks – thanked the community for communicating with him and encouraged people to call him.

Board Member Foreman

Literacy Week – spoke regarding Literacy Week and noted that she read to a class at Miller Elementary School.

Palma Sola – welcomed input and stated that she would attend the SAC Meeting on January 25.

Libraries – thanked Dr. Laurie Breslin and spoke regarding classroom libraries.

Board Member Messenger

Audits – recognized 22 District Schools that had clean internal audits without any findings. She commended the schools for their work.

Dais – spoke regarding seating arrangements on the dais and requested that the Chair consider allowing the Deputy Superintendents to sit on the dais, noting security reasons.

Vice-Chair Spray

School Visits – shared that she had visited Oneco Elementary School, Manatee Elementary School, and Palma Sola Elementary School and had positive experiences.

Meeting – spoke regarding the Meeting and expressed appreciation for the public.

Chair Choate

Thanks – thanked Dr. Laurie Breslin and the staff for their work on the procedure regarding classroom libraries.

Weightlifting Teams – wished the District's high school weightlifting teams good luck on their upcoming competitions.

22) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 7:40 PM.

_____
Cynthia Saunders, Ex Officio Secretary
and Superintendent of Schools

_____
Chad Choate, III
Chairman

NOTICE

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

Minutes

January 27, 2023

Exempt Shade Meeting and Workshop - 9:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

I) CALL TO ORDER

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Gina Messenger, Board Member Mary Foreman, Board Member Mitchell Teitelbaum, General Counsel Stephen Dye, Board Attorney Chad Choate, Chair Cindy Spray, Vice-Chair Richard Tatem, Board Member	Present

Minutes: Chair Choate called the Workshop to order at 9:01 AM.

II) EXEMPT SHADE MEETING

1. Exempt Shade Meeting

Minutes: Chair Choate announced that the School Board would now hold an exempt Shade Meeting in order to discuss safety and security. Pursuant to section 281.301, Florida Statutes the Shade Session was closed to the public. The meeting was exempt from the provisions of F.S. 286.011 and was closed to the public.

Attending the exempt Shade Meeting were School Board Members Richard Tatem, Cindy Spray, Gina Messenger, Chad Choate III, and Mary Foreman; Cynthia Saunders, Superintendent of Manatee County Schools; Stephen Dye, School Board Attorney; Mitchell Teitelbaum, District General Counsel; Doug Wagner, Deputy Superintendent of Operations; Paul Damico, Chief of Safety and Security; Patrick Bartholomew, Director of Safety and Security; Rick Wells, of the Manatee County Sheriff's Office; Julio Jordan, of the Manatee County Sheriff's Office; and Stanley Schaeffer, of the Manatee County Sheriff's Office.

Chair Choate asked everyone not listed to leave and closed the Meeting to the public at 9:03 AM. All public address (P.A.) and recording devices were turned off.

Following the exempt Shade Meeting, Chair Choate closed the Shade Meeting in public and reconvened the Workshop at 9:47 AM.

III) PUBLIC COMMENTS

Minutes: Following the Exempt Shade Meeting, Chair Choate requested to move the last Workshop item regarding Policies to a future Workshop date and provided the reasons.

Board Member Foreman requested that the Board discuss Policy 0165.1 and spoke regarding her request to amend the Citizens' Financial Oversight Committee Charter.

Board Member Tatem requested that the Board discuss the Board's work methods.

Public Comment as follows:

1. Deanna Brinkley

IV) WORKSHOP

1. Budgeting Review Presentation

Minutes: Ms. Rachel Sellers, Deputy Superintendent of Business Services, utilized the attached presentation to provide an overview of the budget. She spoke regarding the following:

- Major Fund Types
- General Fund - Major Funding Sources
- Manatee Original Budget 2022-2023 - General Fund Only
- Summary of Millage - Levies for 2022-2023
- Florida School Funding Formula
- School District of Manatee County - 2022-2023 FEFP Formula
- Full Time Equivalent (FTE)
- Program Weights
- Base Student Allocation (BSA)
- District Cost Differential (DCD)
- Base Funding
- Comparison of State and Local Funding
- Discretionary Taxes
- Categorical Programs "Earmarked"
- Gross State and Local Funding
- Total State Funding
- Total FEFP Funding

Ms. Gina Maliniak, Budget Director, utilized the attached presentation and spoke regarding the following:

- Additional Resources Available to School Districts
- Budget Cycle

Following the presentation, the Board asked questions and held discussion.

Chair Choate noted that he would be attending the Florida School Boards Association (FSBA) Finance Forum with Board Member Tatem and Vice-Chair Spray in February.

Ms. Sellers and Ms. Maliniak responded to questions.

Following a question from Board Member Foreman, Superintendent Saunders provided additional information and spoke regarding projections.

Board Member Messenger discussed categorical flexible spending, millage, and growth.

Following a question from Board Member Tatem regarding ESSER funds, Superintendent Saunders noted that some of the funds would be expiring in 2024 and discussed planning.

Board Member Foreman requested an update regarding the ESSER funds quarterly, noting that the former Deputy Superintendent of Business Services had planned to provide quarterly updates.

Chair Choate announced a brief recess at 11:08 AM and reconvened at 11:16 AM.

2. Discussion of Procedure for Media Center Materials

Minutes: Dr. Laurie Breslin, Executive Director of Curriculum, spoke regarding the procedure for media center materials.

She utilized the attached presentation and spoke regarding the following:

- Timeline
- House Bill 1467 Language
- FLDOE Library Media Materials Training
- New Updated Procedure
- Classroom Libraries
- Items for Board Discussion

Board Member Foreman discussed the procedure and the form and requested a few revisions.

Board Member Tatem inquired about Sunshine Law considerations. Mr. Stephen Dye, School Board Attorney stated that there were not any Sunshine concerns. Mr. Mitchell Teitelbaum, General Counsel, provided additional details.

Vice-Chair Spray expressed concerns with media specialists vetting books and expressed desire for committees to review books.

Board Member Messenger discussed the training and certifications that are required for classroom teachers, noting that the teachers are professionals. She supported the recommendations from Board Member Foreman. She requested that if a request for reconsideration comes before the Board, that the Board be provided with a recommendation from the media center specialists.

Board Member Messenger addressed comments stated by Board Members. She noted that she supports the language regarding parental consent and confirmed that .01 percent of the total titles of books in the system had been submitted for review.

Chair Choate stated that he agrees with the procedure including Board Member Foreman's requested revisions. He also agreed that the Board Members will need to rely on the subject matter experts for guidance.

Board Member Messenger confirmed that the procedure would come before the Board at the Meeting on February 14, 2023, for approval.

Board Member Tatem requested a document, *Building Classroom Libraries - Elementary*, to be displayed and spoke regarding communication. Superintendent Saunders provided additional information.

V) BREAK | Approximately 1 Hour

Minutes: Chair Choate announced a recess at 12:33 PM and reconvened at 12:47 PM.

VI) WORKSHOP CONTINUED

1. Board Discussion with Florida School Boards Association (FSBA) Regarding Superintendent Search

Minutes: Mr. John Reichert, of the Florida School Boards Association (FSBA), reviewed the attached draft timeline with the Board Members.

The Board asked questions and held discussion throughout the review.

Dr. Bill Vogel, of FSBA, was also in attendance and participated in the discussion.

Chair Choate inquired about the applications from candidates. He confirmed that the Board Members would have access to the applications once they are submitted. Mr. Reichert stated that typically each Friday, he would send the batch of applicants to the Agency Clerk. The Board agreed to FSBA sending applications each Friday to the Agency Clerk and then each day once closer to the end of the posting period.

Following a comment from Board Member Messenger, Mr. Reichert confirmed that there would be an online portal and that the timeline and survey would be posted. Board Member Messenger requested to have the Search information on the front page of the District website.

Board Member Foreman requested to include videos of the Board's discussions related to the Superintendent Search in the portal starting with the January 6, 2023 Workshop.

Superintendent Saunders noted that the Search information could be placed on the homepage as well as on the Superintendent Page of the District Website.

Vice-Chair Spray expressed agreement with the draft timeline.

Following a question from Board Member Tatem, Mr. Reichert further explained the process for receiving applications and adding information to the portal.

The Board reached consensus to proceed with the timeline as listed. Mr. Reichert noted that he would add the community forum dates once they were scheduled.

Board Member Foreman requested that the hybrid option be offered for the last community forum.

Mr. Reichert provided the Board Members a compilation of their feedback on the surveys. He identified the items for the survey that were selected by three to five Board Members and discussed options for adding additional items to reach a total of ten items per section.

The Board reviewed the draft survey section by section and reached consensus on the items to include in the final survey.

For Section 1, *Personal Leadership Qualities*, the Board reached consensus to include line item 10 reworded to state "successful programs" for a total of 11 items.

The Board reached consensus to include 12 items from Section 2, *Instructional Excellence and Leadership*.

The Board held discussion regarding items in Section 3, *Business, Finance, and Operations*. The Board reached consensus to remove the language, "including oversight" from item 3. The Board reached consensus to change the language in item 10 to read, "Has experience in zero-based budgeting to meet district goals".

The Board reached consensus to include 11 items from Section 4, *Board, Staff, and Community Relations*.

The Board reached consensus to include 10 items from Section 5, *Performance Accountability*.

The Board thanked Mr. Reichert and Dr. Vogel.

Superintendent Saunders spoke regarding the timeline to send the survey. Mr. Reichert stated he would finalize the survey over the weekend. He explained the process and noted that the timeline would be posted Monday, January 30.

Mr. Reichert inquired about the Board's previous request regarding a group of key communicators. Chair Choate stated that he would like the ability to send the survey directly to certain partners and individuals.

Superintendent Saunders noted that the Communications Department could provide a list of key communicators for the District.

2. Review and Board Discussion of Proposed Amendments to Bylaw and School Board Policies

Minutes: Chair Choate noted that the Board would discuss the attached packet of proposed Policy revisions at a future Workshop.

Board Member Foreman spoke regarding Policy 0165.1 and discussed her proposed revisions. She expressed concerns with pulling items during meetings from the Consent Agenda, noting that pulling items at that time would be an amendment to the agenda and require a vote. She discussed her requested changes to Section D of the Policy.

The Board held discussion regarding Board Member Foreman's suggested amendment.

Following a question, Mr. Stephen Dye, School Board Attorney, stated that if the Policy change was made, the best practice would be to vote individually on each item moved.

Following a question from Board Member Messenger, Mr. Dye stated that the revision to the Policy is a decision of the Board regarding a way of work.

Board Member Messenger discussed the current Policy and spoke in support of not revising it. She expressed concerns with the potential for the Policy to be misused and discussed the reasons she would like to keep the Policy as written. She discussed the purpose of the business meetings of the Board.

Board Member Tatem agreed with Board Member Messenger's comments.

Chair Choate summarized the discussion and stated that there was not an appetite from the Board to change the Policy.

Board Member Foreman discussed the Citizens' Financial Oversight Committee (CFOC) Charter and requested a revision to the section, *Composition of Committee,* to include language to make the two union members non-voting members. She discussed the reasons that she requested the change.

The Board held discussion.

Vice-Chair Spray spoke in support of the revision. Chair Choate and Board Member Tatem agreed.

Board Member Messenger expressed disagreement with the revision. She stated that Committee votes are to ensure that the money is being spent in the way that the Board intended, noting that the Board makes the financial decisions. Chair Choate expressed understanding.

Board Member Foreman discussed matters of conflict of interest.

The Board reached consensus to move forward with placing the revision to the Charter on the next Meeting Agenda.

Board Member Tatem discussed emails from the public and ways for the Board to respond. The Board held discussion regarding work processes.

VII) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 2:19 PM.

_____	_____
Cynthia Saunders, Ex Officio Secretary and Superintendent of Schools	Chad Choate, III Chairman

NOTICE

Any person who desires to appeal any decision made by the School Board with respect to any matter considered at the above-mentioned meeting will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which an appeal may be based. School Board meetings are held in accessible locations. Auxiliary aids will be provided, upon written request received at least 48 hours prior to the meeting, to participants with disabilities.

AGENDA ITEM NO. 8.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Black History Month

Executive Summary
The School Board honors and celebrates the contributions made by Black Americans to the history and culture of our county, state and nation with a proclamation for Black History Month 2023.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications and Family Engagement
Initiated By: Michael Barber

Attachments:
Black History Month Proclamation

PROCLAMATION

BLACK HISTORY MONTH 2023

WHEREAS, the month of February is set aside each year to honor, celebrate and remember the vital and significant contributions that black Americans have made to American history and to the richness of American culture; and

WHEREAS, in the words of the black English professor Shelby Steele, since 1965 to our time, American society has made one of the most incredible moral evolutions in all of human history to ensure freedom, opportunity, and equal rights for black Americans; and

WHEREAS, black Americans have made important and vibrant contributions to the history and to the culture of the State of Florida and of Manatee County; and

WHEREAS, black educators have played a prominent role in the history of education in Manatee County, serving in every capacity, from bus driver to teacher to principal to superintendent to School Board Chair; and

WHEREAS, we are dedicated to teaching and commemorating the vital and significant contributions of black Americans to American history and to the richness of American culture;

NOW THEREFORE, BE IT PROCLAIMED by the School Board of Manatee County that the month of February 2023 shall be known, designated, and set aside as: "**Black History Month"** in Manatee District Schools.

Adopted with a quorum present and voting this 14th day of February, 2023.

SCHOOL BOARD OF MANATEE COUNTY
MANATEE COUNTY, FLORIDA

_____
Chad Choate, III, Chair

_____
Cynthia Saunders, Superintendent

AGENDA ITEM NO. 8.2

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
2022 Certified Board Member Recognition

Executive Summary
The Florida School Boards Association recently recognized Mary Foreman as a Certified Board Member.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Contact
Submitting Department: Communications, Family & Community Engagement
Initiated By: Michael Barber

AGENDA ITEM NO. 10.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and The Ranch Dental Care for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact

Executive Summary
The School Board has, over the years, contracted with providers for clinical experience and/or on-the-job training for District students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the School District. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain a valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: The Ranch Dental Care

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and The Ranch Dental Care for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years. There is no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Affiliation Agreement The Ranch Dental Board Date 021423

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with The Ranch Dental Care

Address. 1200 Network Center Drive Effingham, FL 62401

This agreement is made this 15th day of February 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and The Ranch Dental Care (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of The Ranch Dental Care for clinical experience

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Affiliating Site, the Health Science program, and the School hereby agree as follows:

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith.

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

INSURANCE: During the term of this Agreement and any extension thereof, the School shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the School will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the School agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of the Affiliating Site, the School will provide a certificate of insurance verifying coverage, and the School will notify Affiliating Site in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If the School fails to obtain or maintain the insurance required hereunder, Affiliating Site at its option may terminate this Agreement.

Affiliating Site shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that the Affiliating Site and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier Affiliating Site shall give School thirty (30) days prior written notice to the extent Affiliating Site has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that Affiliating Site maintains claims-made coverage, and Affiliating Site's coverage is terminated within three (3) years of the date on which School ceases to participate or have its Students or Faculty Members participate in Site Activities pursuant to this Agreement, Affiliating Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School.

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith

1 The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2 The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5 The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9 The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10 The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from February 15, 2023 through June 30, 2025 , upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

(c) **Termination for Convenience:** Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting Providers, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at:
http://www manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties: The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification: Affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Custodian of Public Records· If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records· Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, The Ranch Dental Care and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 10/19/2022 By: [signature]

(Affiliating Site Authorized Signature)

Title: Meghan Schell, PMO

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

In the event a student is exposed to blood or other potentially infectious materials, the (Affiliating Site), business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed student to sign and date. The (Affiliating Site), shall immediately call the Adult Health Occupations Administrator and provide a copy of the signed attached ***Notification Letter for Adult Health Occupation Students*** to them and retain a copy for their records The (Affiliating Site), shall immediately advise the exposed student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment The (Affiliating Site), shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the student through their designated licensed healthcare professional The (Affiliating Site), shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information The School District of Manatee County and the (Affiliating Site), are not responsible for the payment of costs related to a student's post-exposure evaluation, prophylaxis, counseling or treatment The student is responsible for the payment of all costs related to exposure evaluation and treatment

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. The Ranch Dental Care

The above new affiliation agreement is based on the School District of Manatee County affiliation agreement template.

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

P.0. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTO FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice-Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This 1s a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, ---------- acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/4/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J Gallagher Risk Management Services, Inc
101 S Main Street, Suite 200
Decatur IL 62523

CONTACT NAME: Jen Larson
PHONE (A/C, No, Ext): 217-233-3339 FAX (A/C, No): 217-428-0865
E-MAIL ADDRESS: jen_larson@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Columbia Casualty Company	31127
INSURER B: Continental Insurance Company	35289
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED HEARDEN-01
Heartland Dental Holding Corporation
Heartland Dental, LLC
1200 Network Centre Drive, Suite 2
Effingham IL 62401

COVERAGES **CERTIFICATE NUMBER:** 1730612079 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		DPA0653265388	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000 000
	GEN L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 3 000 000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 1 000,000
	OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			6072669188	10/1/2022	10/1/2023	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ n/a							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE EA EMPLOYEE	$
							E L. DISEASE - POLICY LIMIT	$
A	Dental Professional Liability			DPA0653265388	10/1/2022	10/1/2023	Per Claim Aggregate	$1,000 000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
NAMED INSURED INCLUDES Comfortable Care Dental Health Professionals, PA Manatee Technical College - East Campus is shown as additional insured solely with respect to general liability coverage as evidenced herein as required by written contract with respect to the following locations Lakeside Family Dentistry 1022 West State Road 436, Suite 1008 Altamonte Springs FL Altamonte Springs Family Dentistry 515 East Altamonte Drive, Suite 1022 Altamonte Springs FL Bonita Dental Arts 25000 Bernwood Drive Bonita Springs FL Bonita Estero Dental Group 24940 South Tamiami Trail, Ste 202 Bonita Springs FL Creekwood Dental 5210 Creekwood Boulevard Bradenton FL Family Dental Care of South Bradenton 3563 53rd Ave West Bradenton FL Bradenton Smiles Dentistry 8605 State Road 70 Bradenton FL Lifetime Dentistry of Bradenton 10708 S 64 Bradenton FL Lorraine Road Dental Care 7385 University Pkwy Bradenton
FL SmileWright Dental Center 1202 Millennium Parkway Brandon FL The Dentist Place - Brooksville 12009 Cortez Boulevard Brooksville FL The Dentist Place for

CERTIFICATE HOLDER

Manatee Technical College - East Campus
5520 Lakewood Ranch Blvd
Bradenton FL 34211

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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AGENCY CUSTOMER ID: HEARDEN-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J Gallagher Risk Management Services Inc	Heartland Dental Holding Corporation Heartland Dental, LLC 1200 Network Centre Drive Suite 2 Effingham IL 62401
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

2529 Santa Barbara Blvd Cape Coral FL Complete Dental Care of South Florida 819 Del Prado Blvd South Cape Coral FL Howell Branch Dental Care 2525 Howell
Branch Road, Suite 1051 Casselberry FL Front Street Family Dentistry 609 Front Street Celebration FL Champions Gate Dentistry 8225 Champions Gate Blvd Championsgate FL Comfortable Care - Clearwater 2532 State Road 580 Suite F Clearwater FL Royal Oaks Dental 2105 Hartwood Marsh Rd , Suite 3 Clermont FL
Citrus Tower Family Dental 1381 Citrus Tower Boulevard Suite 101 Clermont FL Citrus Grove Dental Care 2620 East Hwy 50, Ste 100 Clermont FL Clermont Endodontic Specialists 265 Hatteras Ave Ste 2 Clermont FL Coconut Creek Winning Smiles 6532 North State Road 7 Coconut Creek FL Dental Care of Davenport
7551 Osceola Polk Line Road Davenport (Reunion) FL DeBary Dental Care 415 Summerhaven Drive DeBary FL Atlantic Family Dental 5065 W Atlantic Ave Delray
Beach FL Dental Care of Deltona 1573 Saxon Blvd Ste 100 Deltona FL Dunedin Dental Care 1100 Pinehurst Road Dunedin FL Complete Dentistry of Estero 21300
Towns Common Drive Estero FL Dental Care at Grande Oak 20330 Grande Oak Shoppes Boulevard Estero FL Coconut Point Dental Care 23250 Via Villagio Estero
FL Island Walk Dental Care 1647 County Road 220 Suite 101 Fleming Island FL Coral Ridge Dental Arts 1831 NE 45th Street, Ste B Fort Lauderdale FL First Impressions Smile Center 1500 East Broward Blvd Fort Lauderdale FL Bell Tower Dental Care 5245 Big Pine Way Ste 103 Fort Meyers FL Family Oral Health Associates 1405 South 25th Street Ste B Fort Pierce FL Advanced Technology & Laser Dentistry 17640 S Tamiami Trail, Suite 300 Ft. Myers FL Family Dental of
Fort Myers 9011 Daniels Pkwy, Unit 105 Ft Myers FL University Family Dentistry 1230 N W 9th Avenue Gainesville FL Gainesville Family Dentistry 5622 NW 43rd
Street Gainesville FL Baymeadows Junction Dental Care 8206 Phillips Highway, Suite 21 Jacksonville FL Bartram Family Dental Care 13720 Old St. Augustine Road Suite 5 Jacksonville FL Arlington River Family Dental 456 University Blvd North Jacksonville FL Oakleaf Family Dentistry 9590 Applecross Road Suite 106 Jacksonville FL Beautiful Smiles Dental Care 3810 Williamsburg Park Suite 5 Jacksonville FL Smiles on Beach Boulevard 13704 Beach Blvd Jacksonville FL Skymarks Family Dental Care 790 Skymarks Drive Jacksonville FL Reedy Branch Family Dentistry 10920 Baymeadows Road Jacksonville FL Downtown Dental Associates 223 W Adams St Jacksonville FL Sandalwood Dental Care 1795 Kernan Blvd South Unit 101 Jacksonville FL Lifetime Dentistry of Lady Lake 13851 N
US Highway 441 Lady Lake FL Complete Dental of Lake City 2790 W US Hwy 90 Lake City FL BayTree Family Dental 350 Waymont Court Lake Mary FL Williston
Family Dental 910 Williston Park Pointe, Suite 2000 Lake Mary FL Lake Wales Dentistry 24174 Hwy 27 Ste 200 Lake Wales FL Mission Lakes Dental Care 5516 S
State Road 7 Ste 132/134 Lake Worth FL Village Plaza Dental Designs 4204 US Hwy 98 N - Suite 100 Lakeland FL Family Dental of Lakeside Village 1375 Town
Center Drive Lakeland FL Dental Designs of Lakeland 2222 East County Road 540A Lakeland FL Lakeland Dentistry 4335 Highland Park Blvd Lakeland FL Lake
Gibson Dental Center 6440 Pearce Road Lakeland FL Family Dental Care 4455 Florida National Drive Lakeland FL Highland City Dental Care 5170 Dave Robins
Way Lakeland FL Smiles at Lakewood Ranch 14606 State Rd 70 East Lakewood Ranch FL Dental Care of Largo 1511 Indian Rocks Road Largo FL Family Dentistry
of Largo 3700 East Bay Dr Largo FL Total Health Dentistry 6781 Lee Blvd Ste 103 Lehigh Acres FL Bayberry Dental 16220 Bayberry Glen Drive Lithia FL Longwood
Family Dentistry 1385 West Highway 434, Suite 203 Longwood FL Melbourne Family Dental 2900 Lake Washington Rd - Suite 2 &3 Melbourne FL Portofino Bay Dental Care 6340 N Wickham Rd Ste 101 Melbourne FL Beautiful Smiles by Design 8525 SW 92 St Bldg A Ste 3-B Miami FL Complete Dental Care at West Bird
.
Miami FL 11467 SW 40th St Miami FL Dentistry of Miami 7800 SW 87th Ave, Suite A-140 Miami FL Middleburg Family Dental Care 1776 Blanding Blvd Middleburg FL
Imperial Lakes Dental Care 2110 Shepherd Rd Mulberry FL Renaissance Aesthetic Dentistry 12260 E Tamiami Naples FL Mission Hills Dentistry 7485 Vanderbilt
Beach Road Naples FL Bellaire Bay Dental Care 8921 Immokalee Road Naples FL Naples Premier Dentistry 12840 Tamiami Trail N Naples FL Grand Lely Dental
Care 7705 Collier Blvd Unit 404 Naples FL Hammock Gardens Dental Care 2327 State Road 44 New Smyrna Beach FL Little Road Dental Care 8267 Little Road New Port Richey FL Grand Dental of New Port Richey 4530 Grand Blvd New Port Richey FL Okaloosa Family Dentistry 1386 E John Sims Parkway Niceville FL
Sumter Dental Care 1339 North Sumter Blvd North Port FL Price Creek Dentistry 251 Toledo Blad Blvd North Port FL North Port Oral Surgery and General Dentistry
2787 Sycamore St #106 North Port FL All Aspects Dental 301 S Tubb Street, D-2 Oakland FL The Dentist Place of Ocala 2760 S E 17th Street, Suite 600 Ocala FL
Oakridge Dental Care 9590 SW Hwy 200 Unit 7 Ocala FL Smiles at Heathbrook 4608 SW College Road Ocala FL Colonial Drive Family Dentistry 10169 W Colonial
Drive Ocoee FL Dental Care at Trinity Lakes 12460 State Road Odessa FL Okeechobee Dental Care 175 SW 28th Street Okeechobee FL Bay Arbor Dental Care 3685 Tampa Road Ste 100 Oldsmar FL The Dentist Place - Orange Park 1695 Wells Road Orange Park FL Dental Care at Eagle Landing 1081 Oakleaf Plantation
Pkwy Orange Park FL Waterford Center Family & Cosmetic Dentistry 12780 Waterford Lakes Parkway Suite 105 Orlando FL Baldwin Park Family Dentay 4808 New
Broad Street Orlando FL DellaglioDentist com 8060 Via Dellaglo Way Suite 202 Orlando FL Lee Vista Dental 8624 Lee Vista Boulevard Orlando FL Fairwater Dental
Group 1221 West Fairbanks Ave Orlando FL Smiles for Life 5724 Hansel Avenue Orlando FL Modern Smiles Dentistry 13816 Narcoossee Road, Ste B Orlando FL
Lake Nona Family Dentistry 9625 Lake Nona Village Place Orlando FL Corner Lake Family Dental 16729 East Colonial Drive, Ste 151 Orlando FL Econ River

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CNA

Heartland Dental Holding Corporation
BLANKET ADDITIONAL INSURED ENDORSEMENT GENERAL LIABILITY

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the **Commercial General Liability Coverage Part** as follows:

1. The section entitled **WHO IS AN INSURED** is amended with the addition of the following.

   We agree with **you** that coverage shall apply to any mortgagee, landlord or lessor of leased equipment (hereafter called an Additional Insured), that you are required in a written contract to name as an insured, but only with respect to the additional insured's liability arising out of the maintenance, operation or use by **you** of the premises and/or leased equipment, subject to the following provisions as set forth below:

   a. such written contract or agreement is in effect or will take effect during the term of this policy;
   b. such written contract or agreement is executed prior to the **injury** or **damage** which gives rise to **a claim**;
   c. such written contract or agreement is in effect at the time of the **occurrence** which caused the **injury or damage** complained of.

2. The Limits of Insurance applicable to such additional insured are those specified in the Declarations. However, the limits of insurance shall not exceed the limits of insurance set forth in the written contract or agreement if less than the limits shown on the Declarations. In no event shall the limits of liability or coverages in the coverage form be increased by such written contract These Limits of Insurance are inclusive of, and not in addition to the Limits of Insurance shown in the Declarations.

3. Coverage provided under the terms of paragraphs 1. and 2. of this endorsement shall be excess over any other valid and collectible insurance available to the additional insured whether such insurance is stated as primary, excess, contingent or on any other basis, including self insured retention or deductible unless such written contract specifically requires that this insurance be primary and non-contributory,

4. Solely with respect to coverage pursuant to the terms of this endorsement, Section **II. Exclusions/Restrictions** is amended with the addition of the following exclusion:

   - This insurance does not apply to any liability for injury or damage which is caused by the sole negligence of such additional insured

All other terms and conditions of the Policy remain unchanged

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF SUBROGATION ENDORSEMENT

It is understood and agreed that in consideration for premium paid, this endorsement amends coverage provided under the Policy as follows:

The **Commercial General Liability Coverage Part**, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended with the addition of the following terms and conditions:

Notwithstanding, we waive any right of recovery we may have against any person or entity specified below provided that:

a. **you** have a contract with such person or entity that requires such a waiver:

b. such contract is currently in effect or will take effect during the term of this policy; and

c. such contract is executed prior to the **injury** or **damage** of any nature or kind which is the basis for the **claim** against **you** and which gives rise to our right of recovery against such person or entity.

Specified Person or Entity

Any person/entity with whom the insured has agreed to waive rights of recovery

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Fictitious Name

THE RANCH DENTAL CARE

Filing Information

Registration Number	G22000036107
Status	ACTIVE
Filed Date	03/21/2022
Expiration Date	12/31/2027
Current Owners	1
County	MANATEE
Total Pages	1
Events Filed	NONE
FEI/EIN Number	20-0185918

Mailing Address

1200 NETWORK CENTER DR
EFFINGHAM, FL 62401

Owner Information

COMFORTABLE CARE DENTAL HEALTH PROFESSIONALS, P A
1200 NETWORK CENTER DR
EFFINGHAM, FL 62401
FEI/EIN Number: 20-0185918
Document Number: P03000094690

Document Images

03/21/2022 -- REGISTRATION View image in PDF format

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AGENDA ITEM NO. 10.2

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Taza Dental, P.A for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact

Executive Summary
The School Board has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the school district. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain a valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached.

Clinical Providers for Dental Assisting: Taza Dental, P.A. Dr. Darshan Naidu, Owner

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Taza Dental, P.A for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated by: Dr. Paul Gansemer

Attachments:
Affiliation Agreement Taza Dental Board Date 021423

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Taza Dental, P.A.

Address. 1906 – H 59th Street West

This agreement is made this 15 day of February 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Taza Dental, P.A. (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Taza Dental. P.A. for clinical experience.

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Affiliating Site, the Health Science program, and the School hereby agree as follows:

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

INSURANCE: During the term of this Agreement and any extension thereof, the School shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the School will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the School agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of the Affiliating Site, the School will provide a certificate of insurance verifying coverage, and the School will notify Affiliating Site in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If the School fails to obtain or maintain the insurance required hereunder, Affiliating Site at its option may terminate this Agreement.

Affiliating Site shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that the Affiliating Site and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. Affiliating Site shall give School thirty (30) days prior written notice to the extent Affiliating Site has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that Affiliating Site maintains claims-made coverage, and Affiliating Site's coverage is terminated within three (3) years of the date on which School ceases to participate or have its Students or Faculty Members participate in Site Activities pursuant to this Agreement, Affiliating Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School.

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3 Students shall not receive compensation for their participation in the above educational experiences.

4 Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9 The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required,
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from February 15, 2023 through June 30, 2025 , upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

(c) **Termination for Convenience:** Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties: The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification: Affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

Criminal Acts: Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Taza Dental, P A and Manatee Technical College have duly executed this Agreement

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By _____

Superintendent, School District of Manatee County

Date_____ By _____

Chair, School Board of Manatee County

Date_____ By _____

Mitchell Teitelbaum, Esq General Counsel

Date_____ By _____

(Affiliating Site Authorized Signature)

Title President

MTC 2021-22 rev 008

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

In the event a student is exposed to blood or other potentially infectious materials, the (Affiliating Site), business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed student to sign and date. The (Affiliating Site), shall immediately call the Adult Health Occupations Administrator and provide a copy of the signed attached ***Notification Letter for Adult Health Occupation Students*** to them and retain a copy for their records The (Affiliating Site), shall immediately advise the exposed student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment The (Affiliating Site), shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the student through their designated licensed healthcare professional The (Affiliating Site), shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information The School District of Manatee County and the (Affiliating Site), are not responsible for the payment of costs related to a student's post-exposure evaluation, prophylaxis, counseling or treatment The student is responsible for the payment of all costs related to exposure evaluation and treatment

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Taza Dental, PA

The above new affiliation agreement is based on the School District of Manatee County affiliation agreement template.

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

P.0. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTO FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice-Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This 1s a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, ---------- acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date. **01/10/2023**
Effective Date. **09/15/2022**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Darshan S Naidu DMD** **1906 59th Street West, Suite H** **Bradenton, FL 34209**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Darshan S Naidu DMD**	
Specialty **DDS01 - General Dentist**	
Policy Number.	Policy Period:
0960176	**From: 09/15/2022 To: 09/15/2023**
Retroactive Date	Departure Period
09/15/2011	**From: N/A To: N/A**
The Insured above is ☒ A Named Insured ☐ A Locum Tenens ☐ An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit.	**$1,000,000**
Aggregate Limit.	**$3,000,000**

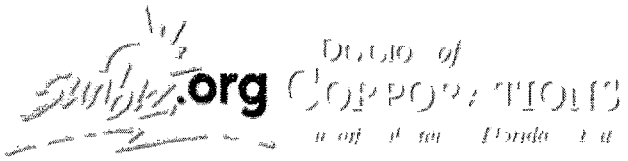
I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

II. Photocopies of this document are deemed as valid as the original.

III. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law) Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period.



Detail by Officer/Registered Agent Name

Florida Profit Corporation
TAZA DENTAL, P A

Filing Information

Document Number	P16000075079
FEI/EIN Number	81-3852728
Date Filed	09/13/2016
State	FL
Status	ACTIVE

Principal Address

1906-H 59TH STREET WEST
BRADENTON, FL 34209

Changed. 11/14/2016

Mailing Address

1906-H 59TH STREET WEST
BRADENTON, FL 34209

Changed 11/14/2016

Registered Agent Name & Address

GASSMAN, ALAN S
1245 COURT STREET
SUITE 102
CLEARWATER, FL 33756

Officer/Director Detail

Name & Address

Title P

NAIDU, DARSHAN, D M D
1906-H 59TH STREET WEST
BRADENTON, FL 34209

Annual Reports

Report Year	Filed Date
2020	01/15/2020
2021	01/12/2021
2022	01/25/2022

Document Images

01/25/2022	ANNUAL REPORT	View image in PDF format
01/12/2021	ANNUAL REPORT	View image in PDF format
01/15/2020	ANNUAL REPORT	View image in PDF format
01/10/2019	ANNUAL REPORT	View image in PDF format
02/07/2018	ANNUAL REPORT	View image in PDF format
02/06/2017	ANNUAL REPORT	View image in PDF format
09/13/2016	Domestic Profit	View image in PDF format

AGENDA ITEM NO. 10.3

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and I Love My Dentist-Dr. Melanie Holden for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact

Executive Summary
The School Board has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the school district. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain a valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: I Love My Dentist-Dr. Melanie Holden

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and I Love My Dentist-Dr. Melanie Holden for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Affiliation Agreement I Love My Dentist Board Date 021423

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with I Love My Dentist – Dr. Melanie Holden

Address: 4044 Sawyer Rd, Sarasota, FL 34233

This agreement is made this _15th___ day of _February 2023__, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and I Love My Dentist – Dr. Melanie Holden (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of I Love My Dentist – Dr. Melanie Holden for clinical experience.

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Affiliating Site, the Health Science program, and the School hereby agree as follows:

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program. School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor All such records shall be delivered to and maintained by and in accordance with its

policies and procedures. The School shall ensure that its personnel and students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site. The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A.

INSURANCE: During the term of this Agreement and any extension thereof, the School shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the School will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the School agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of the Affiliating Site, the School will provide a certificate of insurance verifying coverage, and the School will notify Affiliating Site in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If the School fails to obtain or maintain the insurance required hereunder, Affiliating Site at its option may terminate this Agreement.

Affiliating Site shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that the Affiliating Site and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. Affiliating Site shall give School thirty (30) days prior written notice to the extent Affiliating Site has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that Affiliating Site maintains claims-made coverage, and Affiliating Site's coverage is terminated within three (3) years of the date on which School ceases to participate or have its Students or Faculty Members participate in Site Activities pursuant to this Agreement, Affiliating Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School.

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5. The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9. The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator

10. The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including.

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required;
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care,
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate

accrediting body and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from February 15,, 2023 through June 30, 2025 , upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

(c) **Termination for Convenience:** Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with

Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes Information on JLA requirements and how to comply can be accessed at.
http://www manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties: The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement

Indemnification: Affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008

Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved

Contact with Students: Unless otherwise specified, the contracting party with The School Board of Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000 05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla Stat. sec. 119 01 et seq The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest No School Board employee may directly or indirectly purchase or recommend for purchase of

goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S 112.

Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun Powder actuated construction nailers and fasteners are excluded from this definition

Criminal Acts Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said

employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records. Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools net

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument

IN WITNESS WHEREOF, I Love My Dentist – Dr. Melanie Holden and Manatee Technical College have duly executed this Agreement

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date _____ By _____

Superintendent, School District of Manatee County

Date _____ By _____

Chair, School Board of Manatee County

Date _____ By _____

Mitchell Teitelbaum, Esq General Counsel

Date 01-23-23 By _____

(Affiliating Site Authorized Signature)

Title Melanie Holden DMD

MTC 2021-22 rev 008

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT
EXPOSURES TO BLOODBORNE PATHOGENS
AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

In the event a student is exposed to blood or other potentially infectious materials, the (Affiliating Site), business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed student to sign and date The (Affiliating Site), shall immediately call the Adult Health Occupations Administrator and provide a copy of the signed attached ***Notification Letter for Adult Health Occupation Students*** to them and retain a copy for their records. The (Affiliating Site), shall immediately advise the exposed student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment The (Affiliating Site), shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the student through their designated licensed healthcare professional The (Affiliating Site), shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information The School District of Manatee County and the (Affiliating Site), are not responsible for the payment of costs related to a student's post-exposure evaluation, prophylaxis, counseling or treatment The student is responsible for the payment of all costs related to exposure evaluation and treatment

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. I Love My Dentist – Dr. Melanie Holden

The above new affiliation agreement is based on the School District of Manatee County affiliation agreement template.

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

P.0. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTO FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice-Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This 1s a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, ---------- acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: 01/24/2023
Effective Date: 06/05/2022	**A Claims-Made Professional Liability Policy**
First Named Insured: **Melanie Y Holden DMD** **4044 Sawyer Road** **Sarasota, FL 34233**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured: **Melanie Y Holden DMD**

Specialty: **DDS01 - General Dentist**

Policy Number:	Policy Period
0949534	**From: 06/05/2022 To: 06/05/2023**
Retroactive Date	Departure Period:
06/05/2011	**From: N/A To: N/A**
The Insured above is [X] A Named Insured [ ] A Locum Tenens [ ] An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit	$1,000,000
Aggregate Limit	$3,000,000

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured

II. Photocopies of this document are deemed as valid as the original

III. The Policy, including Endorsements, determines the coverage provided. Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law). Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period, however, the Policy will respond if we receive a Claim Report during this period

DIVISION OF CORPORATIONS



Detail by Officer/Registered Agent Name

Florida Limited Liability Company
I LOVE MY DENTIST SARASOTA, PLLC

Filing Information

Document Number	L17000197431
FEI/EIN Number	82-2900322
Date Filed	09/22/2017
State	FL
Status	ACTIVE

Principal Address

4044 SAWYER ROAD
SARASOTA, FL 34233

Changed 01/20/2020

Mailing Address

4044 SAWYER ROAD
SARASOTA, FL 34233

Changed 01/20/2020

Registered Agent Name & Address

SAUERBERG, ERIC M
3896 Burns Road
Suite 104
PALM BEACH GARDENS, FL 33410

Address Changed 01/04/2022

Authorized Person(s) Detail

Name & Address

Title MGR

HOLDEN, MELANIE, DMD
4044 SAWYER ROAD
SARASOTA, FL 34233

Annual Reports

Report Year	**Filed Date**

2020	01/20/2020
2021	01/14/2021
2022	01/04/2022

Document Images

01/04/2022	ANNUAL REPORT	View image in PDF format
01/14/2021	ANNUAL REPORT	View image in PDF format
01/20/2020	ANNUAL REPORT	View image in PDF format
02/11/2019	ANNUAL REPORT	View image in PDF format
01/16/2018	ANNUAL REPORT	View image in PDF format
09/22/2017	Florida Limited Liability	View image in PDF format

AGENDA ITEM NO. 10.4

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Waterside Dental Sarasota for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2022-2025 School Years, No Financial Impact

Executive Summary
The School Board has, over the years, contracted with providers for clinical experience and/or on-the-job training for district students.

In order for the students to participate in this type of clinical or on-the-job experience, it is necessary for the participating office to sign an agreement with the school district. The opportunity to receive this type of clinical experience is a great advantage to our students. Not only do they obtain a valuable hands-on learning experience, but also placements resulting in permanent jobs for the students after they finish their training.

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Waterside Dental Sarasota, Dr. Michael Childers, Owner

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Waterside Dental Sarasota for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2022-2025 school years, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
Affiliation Agreement Waterside Dental Board Date 021423

The School Board of Manatee County
d/b/a Manatee Technical College
Affiliation Agreement for Clinical Practice

AGREEMENT for affiliation with Waterside Dental Sarasota
Address. 1058 N. Tamiami Trail Suite 106 Sarasota, FL 34236

This agreement is made this _15th_ day of February 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Waterside Dental Sarasota (hereafter called the Affiliating Site).

WHEREAS, it is of mutual interest and benefit that the students enrolled in the Manatee Technical College Health Science Program are provided the opportunity and benefit of the educational facilities of Waterside Dental Sarasota for clinical experience.

NOW, THEREFORE, in consideration of the premises, which are hereby deemed to be incorporated into this Agreement as an integral part hereof and not mere recital hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Affiliating Site, the Health Science program, and the School hereby agree as follows:

RESPONSIBILITIES OF THE SCHOOL: The School shall perform all of the following duties and obligations with due diligence, due care and in good faith:

Provision to Provide Educational Services: The School shall provide to the Affiliating Site Health Science Education students who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program School personnel shall also provide the requisite instruction, supervision and guidance required in this phase of the program. The School will assign a program coordinator to make periodic coordinating visits to the Affiliating Site. The program coordinator shall, upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliating Site. The School program coordinator will collaborate with assigned site personnel to ensure that students meet identified curriculum competencies, and has the authority--*after consultation with the Affiliating Site*--to discontinue the training of any student if deemed appropriate. The student, when in training at the Affiliating Site, will at all times be under the direct supervision of assigned personnel at the Affiliating Site, and that person(s) will complete the student evaluation record (efficiency rating) in collaboration with the School program coordinator.

Non Discrimination: Neither the School nor its personnel shall discriminate against any patient or other person on the basis of sex, sexual preference, race, creed, color, age, national origin or disability.

Patient Records: The School shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliating Site or any applicable Payor. All such records shall be delivered to and maintained by and in accordance with its policies and procedures The School shall ensure that its personnel and students at all times maintain the

confidentiality of medical records in accordance with applicable laws and regulations.

Incident/Injury Reporting: The School shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Affiliating Site The Affiliating Site shall be responsible for implementing the post-exposure protocol in Exhibit A. Neither the School, the program, its personnel, nor the Affiliating Site shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The School, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment. The SCHOOL BOARD OF MANATEE COUNTY, the School, and the Affiliating Site will follow the post- exposure evaluation protocols established in Exhibit A

INSURANCE: During the term of this Agreement and any extension thereof, the School shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the School will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the School agrees to maintain general liability insurance to cover its actions and those of its personnel and Workers' Compensation coverage (in such amounts as may be required by law) for its personnel. Upon request of the Affiliating Site, the School will provide a certificate of insurance verifying coverage, and the School will notify Affiliating Site in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If the School fails to obtain or maintain the insurance required hereunder, Affiliating Site at its option may terminate this Agreement.

Affiliating Site shall obtain and maintain professional liability and general liability insurance in the minimum amounts of $1 million per occurrence and $3 million in the aggregate per annum that provides coverage for activities that the Affiliating Site and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to School annually unless requested earlier. Affiliating Site shall give School thirty (30) days prior written notice to the extent Affiliating Site has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify School. In the event that Affiliating Site maintains claims-made coverage, and Affiliating Site's coverage is terminated within three (3) years of the date on which School ceases to participate or have its Students or Faculty Members participate in Site Activities pursuant to this Agreement, Affiliating Site shall obtain "tail coverage," or other prior acts coverage, if such coverage is available, in the amount stated above until the expiration of three (3) years from the last date on which School, a Student, or a Faculty Member participated in a Site Activity, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Section shall constitute a material default and the Agreement may be terminated by School.

RESPONSIBILITIES OF HEALTH CARE FACILITY (Affiliating Site) The Affiliating Site shall perform all of the following duties and obligations with due diligence, care, and in good faith.

1. The personnel of the Affiliating Site will recognize the student as a participant in an educational program, and will be willing to cooperate as appropriate to make arrangements for teaching situations for the student that will contribute to his growth and development of skills.

2. The Affiliating Site shall certify to the School that it is licensed and fully accredited by an

appropriate accrediting body and that the individual responsible for direction of the student is licensed/certified in the State of Florida.

3. Students shall not receive compensation for their participation in the above educational experiences.

4. Adequate time will be allowed for orientation of the student to the Affiliating Site.

5 The student, when in training at the Affiliating Site, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

6. Assignments in the Affiliating Site at no time will exceed that which permits good care for patients/clients, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the assignments may vary with the ability of the student and the conditions of the site.

7. At the end of the clinical experience, an evaluation will be completed for each student in terms of his personal characteristics, knowledge and performance of skills. The evaluation report will be developed-- in collaboration with the School coordinator-- by a designated person who has direct knowledge of the student's performance in the area in which the student gains experience.

8. The Affiliating Site will provide the student with emergency medical care (first-aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of the student, the Affiliating Site will ***immediately*** notify the School Assistant Director and the School coordinator. The coordinator will notify the appropriate emergency contact for that student.

9 The student will be subject to the rules and regulations of the Affiliating Site. The Affiliating Site will have the right to discontinue the training of any student on its premises, upon consultation with the School coordinator.

10 The student may be scheduled for assignment during regular operating hours of the Affiliating Site.

Provision of Facilities and Equipment: The Affiliating Site shall provide appropriate space designated by the facility for the educational experience, plus any equipment, expendable supplies and services necessary for the proper operation of the educational experience. In connection with the foregoing, Affiliating Site shall be responsible for compliance by its facility and its personnel with any State or Federal statutes, regulations, rulings or orders related to safe work practices and environment.

Provision of Educational Experience: The Affiliating Site shall have adequate means for educational experiences, including.

- provide opportunities for observational and practice experiences in the patient units and clinics and in other departments
- assist in the orientation of the School personnel and students to the physical facilities, policies, and procedures of the facility, as required,
- allow the School personnel and students, at their own expense, to use cafeteria facilities, if available
- retain overall responsibilities for quality of patient care;
- the facility shall certify to the School that it is licensed and fully accredited by an appropriate accrediting body and the individual responsible for direction of the student is licensed in the State

of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Affiliating Site that the School and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship between the School and Affiliating Site other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from February 15, 2023 through June 30, 2025 , upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

(b) **Termination for Cause:** The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the Affiliating Site has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Affiliating Site in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Affiliating Site or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida.

(c) **Termination for Convenience:** Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

(d) **Effect of Illegality or Reimbursement Changes:** If a legislative body, a court of competent jurisdiction or an administrative agency having authority to regulate any of the parties, holds this Agreement or the obligations to be performed hereunder to be illegal under this Agreement, then the parties agree to negotiate in good faith to amend this Agreement. If necessary, this Agreement shall be deemed suspended until such amendment can be accomplished. Otherwise, the parties agree, for a period of sixty (60) days, to restructure the practical conduct of this contractual arrangement in a manner that will eliminate the illegal or unenforceable aspects hereof.

CONSTRUCTION AND INTERPRETATION

Compliance with Jessica Lunsford Act: The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements

and how to comply can be accessed at:
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

Assignment: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

Third Party Beneficiaries: This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law: This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties: The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification: Affiliating Site with the School Board of Manatee County agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the Affiliating Site, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

Confidentiality: Confidentiality is subject to the Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Contact with Students: Unless otherwise specified, the contracting party with The School Board of

Manatee County will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

Standards of Conduct: The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors

Severability and Waiver: If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right

Force Majeure: The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity: The Affiliating Site agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act. Said Affiliating Site further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

Federal Debarment & Suspension Certification: This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510

Compliance With Sunshine Act: The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et seq, and Fla. Stat. sec. 119.01 et. seq. The Affiliating Site with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as

defined in F S 112.

Compliance with Regulations: Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards: All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions: When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Other Provisions:

Possession of Firearms: Possession of firearms will not be tolerated on the project or any School District of Manatee County property No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition

Criminal Acts. Employment on the project by the Affiliating Site, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Affiliating Site agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Affiliating Site does not comply with this provision.

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-

contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County

Entire Agreement: This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

Headings: The headings of the various sections and paragraphs in this Agreement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Agreement.

Custodian of Public Records: If the vendor has questions regarding the applicability of chapter 119, Florida statutes, to the contractor's duty to provide public records relating to this contract, contact the custodian of public records: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, Waterside Dental Sarasota and Manatee Technical College have duly executed this Agreement

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 1/23/2023 By:

(Affiliating Site Authorized Signature)

Title: Practice Administrator

EXHIBIT A

POST - EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT THE (Affiliating Site)

Student Exposure to Bloodborne Pathogens

In the event a student is exposed to blood or other potentially infectious materials, the (Affiliating Site), business, or governmental entity shall immediately provide the attached ***Notification Letter for Adult Health Occupation Students*** to the exposed student to sign and date. The (Affiliating Site), shall immediately call the Adult Health Occupations Administrator and provide a copy of the signed attached ***Notification Letter for Adult Health Occupation Students*** to them and retain a copy for their records. The (Affiliating Site), shall immediately advise the exposed student to go to their family physician, urgent care facility or hospital emergency room to seek immediate evaluation and treatment The (Affiliating Site), shall attempt to obtain consent from the source individual to have their blood tested to determine HBV, HCV and HIV infectivity and provide that information to the student through their designated licensed healthcare professional The (Affiliating Site), shall comply with all federal, state and local regulations related to maintaining medical confidentiality and protection of personal health information The School District of Manatee County and the (Affiliating Site), are not responsible for the payment of costs related to a student's post-exposure evaluation, prophylaxis, counseling or treatment The student is responsible for the payment of all costs related to exposure evaluation and treatment

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Waterside Dental Sarasota

The above new affiliation agreement is based on the School District of Manatee County affiliation agreement template.

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

P.0. Box 9069
Bradenton, Florida 34206-9069

Cynthia Saunders
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTO FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

SCHOOL BOARD
Chad Choate III, CHAIR*
Cindy Spray, Vice-Chair
Mary Foreman
Gina Messenger
Richard Tatem

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

You, _____, were involved in an incident where you may have been exposed to blood and/or other potentially infectious materials on _____
(Date)

You must consult with your family physician, urgent-care facility or hospital emergency room for further evaluation and follow-up.

This 1s a very important health matter and your prompt attention is necessary to avoid any possibility of complications in the future.

Please complete the Adult Health Occupation Student section below. The business entity shall provide a copy of the signed letter to you and a copy to your instructor.

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, ---------- acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev 01/12/2022

THE DOCTORS COMPANY

CERTIFICATE OF INSURANCE	Issue Date: **12/22/2022**
Effective Date **01/04/2023**	**A Claims-Made Professional Liability Policy**
First Named Insured: **Michael L Childers DDS** **1058 N Tamiami Trail, Suite 106** **Sarasota, FL 34236**	**IMPORTANT NOTICE:** This document is issued as a matter of information and does not confer rights to any recipient. This document is not binding, is not part of the Policy described below, and does not change or extend the coverage provided by that Policy.

Insured. **Michael L Childers DDS**

Specialty. **DDS13 - General Dentistry Conscious Sedation**

Policy Number:	Policy Period:
0907598	**From: 01/04/2023 To: 01/04/2024**
Retroactive Date	Departure Period:
01/04/2005	**From: N/A To: N/A**
The Insured above is: [X] A Named Insured [ ] A Locum Tenens [ ] An Additional Insured	Agency and Address: **FDA Services, Inc.** **545 John Knox Rd, Ste. 201** **Tallahassee, FL 32303** **(800)877-7597**

LIMITS OF LIABILITY

Claim Limit:	**$1,000,000**
Aggregate Limit:	**$3,000,000**

I. Locum Tenens and Additional Insureds share Limits of Liability with the applicable Named Insured.

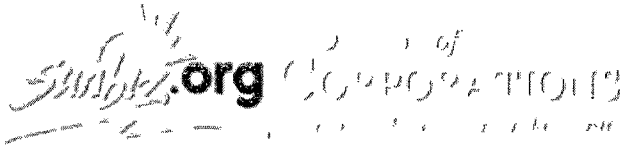
II. Photocopies of this document are deemed as valid as the original

III. The Policy, including Endorsements, determines the coverage provided Some Claims may not be covered by the terms of the Policy, or may be subject to restrictions such as lower Limits of Liability.

IV. If the Policy, or coverage for any person, is canceled for any reason or if the terms of the Policy are changed, we will notify the First Named Insured (and any additional Named Insureds as required by applicable state law) Coverage is not in effect unless and until all payments are received when due.

V. If a Departure Period is indicated, the Policy will not respond to Probable Claim Events arising from Professional Services Incidents or Review Incidents that take place during the designated period; however, the Policy will respond if we receive a Claim Report during this period

DIVISION OF CORPORATIONS



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
DYNAMIC DENTAL HEALTH ASSOCIATES OF FLORIDA, P.A.

Filing Information

Document Number	P12000067367
FEI/EIN Number	45-5215073
Date Filed	08/02/2012
Effective Date	05/01/2012
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/28/2018
Event Effective Date	12/31/2018

Principal Address

9400 4th Street North
Suite 200
St Petersburg, FL 33702

Changed 03/15/2017

Mailing Address

9400 4th Street North
Suite 200
St Petersburg, FL 33702

Changed 03/15/2017

Registered Agent Name & Address

NRAI SERVICES, INC
1200 S PINE ISLAND RD
PLANTATION, FL 33324

Name Changed 01/02/2019

Address Changed 03/24/2014

Officer/Director Detail

Name & Address

Title Chief Clinical Officer, Vice President and Director

Childers, Michael Lloyd, Dr
9400 4th Street North
Suite 200
St Petersburg, FL 33702

Title CFO

Schiaparelli, Nancy
9400 4th Street North
Suite 200
St Petersburg, FL 33702

Title Secretary

Coliano, Frank
9400 4th Street N
Suite 200
St Petersburg, FL 33702

Annual Reports

Report Year	Filed Date
2020	03/20/2020
2021	03/17/2021
2022	01/31/2022

Document Images

01/31/2022	ANNUAL REPORT	View image in PDF format
03/17/2021	ANNUAL REPORT	View image in PDF format
03/20/2020	ANNUAL REPORT	View image in PDF format
01/02/2019	REINSTATEMENT	View image in PDF format
12/28/2018	Merger	View image in PDF format
03/15/2017	ANNUAL REPORT	View image in PDF format
04/21/2016	ANNUAL REPORT	View image in PDF format
02/24/2015	ANNUAL REPORT	View image in PDF format
03/24/2014	Reg. Agent Change	View image in PDF format
04/21/2014	ANNUAL REPORT	View image in PDF format
04/04/2013	ANNUAL REPORT	View image in PDF format
08/02/2012	Domestic Profit	View image in PDF format

AGENDA ITEM NO. 10.5

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers

Executive Summary
The personnel listed under change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers have been recommended by their principal or immediate supervisor to the Superintendent of Schools.

The personnel recommended for appointments for the 2022-2023 school year have been interviewed by members of the administrative staff and have applications with favorable references on file in the Human Resources Department.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends the approval of the appointments, change of assignments, promotions, reappointments, reassignments, resignations, retirements, suspensions, terminations, and transfers.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 2.14.2023

Type		Information/Position/Location	Eff Date
Appointments/Para			
	Berner, Shelbi	Teacher Assistant, HS Southeast High	1/10/2023
	Bundrage, Joseph	Teacher Aide, HS Palmetto High	1/23/2023
	Edwards, Tony	Teacher Aide, ESE Johnson K-8	1/23/2023
	Everett, Wirneyla	Teacher Aide, ES Manatee Elementary	1/22/2023
	Morales, Ariana	Teacher Assistant, ES Samoset Elementary	1/10/2023
Appointments/Prof			
Req. 7129	*Martinez, Svetlana*	Teacher, ESOL Resource Samoset Elementary **M.Ed. West Liberty University**	1/23/2023
Req. 7723	*McKellick, Amber*	Kindergarten Teacher Sea Breeze Elementary **B.S. University of Maine**	1/23/2023
Req. 8041	*Mihalik, Donald*	**Teacher, Language Arts, HS** Lakewood Ranch High **M.B.A. University of Phoenix**	1/23/2023
Req. 8055	*Thompson, Melanie*	First Grade Teacher Harvey Elementary **B.S. William Carey University**	1/23/2023
Req. 7991	*Vazquez, Annalise*	Speech & Language Pathologist Palmetto Elementary **B.A. University of Central Florida**	1/23/2023
Appointments/Supp			
	Arredondo, Aurelia	Custodian 8 Hr. Harvey Elementary	1/23/2023
	De Moreno, Alicia	Custodian 8 Hr. Bayshore High	1/23/2023
	Enloe, Theresa	Food Service Worker - 6 Hr. Sugg Middle	1/23/2023

Type		Information/Position/Location	Eff Date
	James, Lorena	Senior School Secretary, ES Daughtrey Elementary	1/9/2023
	Lubbers, Samantha	Guidance Clerk Braden River High	1/23/2023
	McDuffie, Ceira	Guidance Clerk, ES Willis Elementary	1/23/2023
	Mercado, Pierre	Custodian 8 Hr. Harvey Elementary	1/23/2023
	Polson, Jennifer	Senior School Secretary, MS Nolan Middle	1/9/2023
	Pruszinske, Dennis	Bus Driver Matzke Support Center	1/23/2023
Resignation/Admin			
	Beutl, In-Ja	Curriculum Specialist - Math Professional Support Center	2/4/2023
	Schwab, Melissa	Grant Resource Specialist Professional Support Center	2/4/2023
Resignations/Para			
	Bazell, Adam	Computer Lab Manager Moody Elementary	12/23/2023
	Garcia Santana, Maria	Teacher Aide, ESOL Southeast High	2/11/2023
	Glover, Lori	Teacher Aide, ES Willis Elementary	2/3/2023
	Harris, Roger	Classroom Sub Parrish Community High	1/14/2023
	Honeycutt, Heather	Behavior Tech Professional Support Center	1/21/2023
	Kelley, Donna	Teacher Aide, ESE Bayshore High	1/21/2023
	Klein, Shelby	Teacher Aide, ES Daughtrey Elementary	1/11/2023

Type		Information/Position/Location	Eff Date
	Morales Urieta, Rosario	Teacher Aide, ESOL Manatee Elementary	1/21/2023
	Taylor, Shana	Teacher Aide, Pre-K Integrated Manatee Elementary	12/3/2022
	Walker, Edward	Teacher Aide, ESE Horizons Academy	2/4/2023
Resignations/Prof			
	Stuart, George	Law Enforcement Teacher Manatee Technical College	1/9/2023
	Whitaker, Tonja	Media Specialist, ES Manatee Elementary	1/10/2023
Resignations/Supp			
	Aponte Guadalupe, Karen	Food Service Worker - 6 Hr. Bayshore High	1/10/2023
	Brooks, Kyle	School Nurse, LPN Palmetto High	1/28/2023
	Bouton, Donna	School Bookkeeper, 10.5 Mo. Lee Middle	1/28/2023
	Brooks, Kylee	School Nurse, LPN Palmetto High	1/28/2023
	Hafner, Jessica	School Nurse, LPN McNeal Elementary	1/14/2023
	Hargrove, Frances	Food Service Worker - 6 Hr. Lincoln Middle	1/10/2023
	Hibbs, Heather	Guidance Clerk, ES Harvey Elementary	1/21/2023
	Hooper, Tracey	Food Service Worker - 5 Hr. Sea Breeze Elementary	1/21/2023
	Maus, Katherine	Administration Secretary Professional Support Center	1/21/2023
	Moralez, Maria	School Bookkeeper, 10.5 Mo. Moody Elementary	1/21/2023

Type		Information/Position/Location	Eff Date
	Newport, Michael	Custodian 8 Hr. Braden River High	1/21/2023
	Norris, Tasha	Custodian 8 Hr. Manatee High	1/6/2023
	Treadway, Michael	Bus Driver Matzke Support Center	1/10/2023
	Zoino, Antonio	Vehicle Mechanic Matzke Support Center	1/21/2023
Retirement/Para			
	Glover, Lori	Teacher Aide, ES Willis Elementary **1.70 Years**	2/3/2023
Retirement/Prof			
	Costides, Leslie	Teacher, Reading, HS Southeast High **16.20 Years**	1/14/2023
Retirement/Supp			
	Godfrey, April	Food Service Worker - 6 Hr. Palmetto High **8.50 Years**	3/10/2023
Terminations/Para			
	Boisseau, Robin	Teacher Aide, ES Rogers Garden-Bullock Elementary	1/10/2023
	Campion, Jennifer	Teacher Aide, Pre-K Mills Elementary	1/11/2023
	Rum, Ayat	Teacher Aide, ES Moody Elementary	12/16/2022
	Walls, Gregory	Teacher Aide, ESE Palmetto High	1/14/2023
Terminations/Supp			
	Link, Pamela	Bus Driver Matzke Support Center	1/11/2023
Transfers/Admin			
	Caamano, Vallerie	From: Guidance Clerk, ES Prine Elementary To: Graduation Enhancement Tech Moody Elementary	1/8/2023
	Means, Amanda	From: Agency Administrative Assoc.	2/5/2023

Type		Information/Position/Location	Eff Date
		School Support Center To: Accountant School Support Center	
Transfers/Prof			
	Brydson, Raynard	From: Teacher, VE Harllee Full Support Center To: Student Support Specialist Sea Breeze Elementary	12/12/2022
	Alexander, Brianne	From: Fifth Grade Teacher Bashaw Elementary To: Teacher, Resource Oneco Elementary	1/22/2023
	Franco Rengifo, Valentina	From: Teacher Aide, ESOL Bashaw Elementary To: Fourth Grade Teacher Bashaw Elementary	1/8/2023
Transfers/Support			
	Alesi, Maria	From: Admin Services Specialist School Support Center To: Junior Accountant School Support Center	1/9/2023
	Feliciano, Miguel	From: Custodian 8 Hr. Ballard Elementary To: School Support Technician Manatee Elementary	1/8/2023
	Kim, Veasna	From: Trans Safety Officer/Trainer Matzke Support Center To: Bus Driver Matzke Support Center	1/8/2023
	Ohara, Vicky	From: Food Service Worker - 5 Hr. Mills Elementary To: Food Service Worker - 6 Hr. Palm View K-8	1/23/2023

AGENDA ITEM NO. 10.6

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes

Executive Summary
The Out-of-Field Plan for Manatee County Schools provides that teachers are notified of their out-of-field status at the point that the current certification that they hold does not meet the required certification for the subject(s) they are teaching. State School Board Rule 6A-1.0503 provides that any out-of-field teacher must be appointed by the School Board as being out-of-field after verification that an appropriately certified teacher is not available. The attached list of teachers was appointed by the School Board as out-of-field. These teachers have the option of passing the subject area exam or completing a minimum of six semester hours annually toward certification until such time that they can pass the test if applicable.

The META (Multicultural and Educational Training Advocacy) Consent Decree requires that all teachers of ELLs (English Language Learners) receive training in ESOL (English for Speakers of Other Languages) strategies. The number of required training hours ranges from 18 to 300 hours and is categorized by the subject in which the teacher gives instruction. Categories are I, II, III, and IV. The timeline for completing training hours is also driven by the category. Specifics are given to each teacher at the time of hire or when there is a change of assignment. Category I Teachers who are not ESOL Certified or Endorsed must be reported to the Board as out-of-field. The attached list contains the names of those teachers that are required to be reported to the Board.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Ready To Grow | Goal 2
Strengthen our new employee orientation and development program to foster, promote, and retain extraordinary educators and staff

Recommendation
The Superintendent recommends approval of the report of teachers out-of-field content, reading, ESOL (English for speakers of other languages), and/or long-term substitutes.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 2.14.2023
OOF ESOL BM 2.14.2023
OOF Reading BM 2.14.2023

OOF Content 2.14.2023 BM						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Hickey	Lisiane	Braden River Elementary School	Tchr, Pre-K Integrated	Exceptional Student Education K-12	1/25/2023	11/1/2024
Mihalik	Donald	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2023	1/24/2024
Altes	Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2023	1/24/2024
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	1/23/2023	1/9/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Elementary Education K-6	1/23/2023	11/29/2022
Franco Rengifo	Valentina	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/18/2023	1/8/2024
Giustino	Alicia	Kinnan Elementary School	Tchr, VE/SC	Elementary Education K-6	1/18/2023	1/9/2024
Ralston	Emily	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/18/2023	11/28/2023
Masterson	Teresa	McNeal Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	1/18/2023	11/28/2323
Fishman	Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	1/18/2023	5/31/2023
Narvaez	Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	1/18/2023	5/31/2024
McGill	Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/16/2023
Gundersheimer	Lee	Southeast High School	Tchr, VE	Exceptional Student Education K-12	1/18/2023	10/12/2022
Reeves	Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023	5/31/2023
Simpson	Nancy	Kinnan Elementary School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	1/17/2023	10/24/2023
Solano	Gabriella	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/17/2023	5/31/2023
Wolter	Timothy	King Middle School	Tchr, Technology	Engineering and Technology Education	1/13/2023	10/8/2023
Woellmer	Brittney	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	1/13/2023	10/17/2023
Anderson	Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	1/10/2023	1/10/2024
Lejarzar	Gary	Tillman Elementary School	Tchr, Fifth Grade	Elementary Education K-6	12/13/2022	5/31/2023
Miller	Craig	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/12/2022	11/28/2023
Clark	Cayla	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	12/9/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	12/8/2022	5/31/2025
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	12/8/2022	5/31/2023
Hunter	Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	12/8/2022	5/31/2024
Washington	Paula	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	12/2/2022	11/28/2023
Price	Kavious	Manatee High School	Tchr, VE	Exceptional Student Education K-12	12/2/2022	11/28/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	12/2/2022	5/31/2024
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	12/2/2022	5/31/2024
Howard	Joshua	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	11/14/2022	5/30/2023
Fenton	Michelle	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/26/2022	10/14/2023
Sabo	Benjamin	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022	10/11/2022
Grant	Kimberly	Moody Elementary School	Tchr, Music, ES	Music K-12	10/10/2022	5/31/2023
Erhardt	Bruce	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
DiStefano	Anthony	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	10/10/2022	5/31/2023
Hrubes	Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	10/8/2022	5/31/2023
Bock	Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	9/27/2022	5/31/2023
Robinson	Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2022	9/26/2023
Byrd	Angelik	Horizons Academy	Tchr, VE	Exceptional Student Education K-12	9/19/2022	5/31/2023
Mendez	Jessica	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	9/18/2022	5/31/2023
Sosso	Alexa	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/18/2022	5/31/2023
Daly	Stefania	Lee Middle School	Tchr, Business Technology	Business Education 6-12	9/18/2022	5/31/2023
Davis	Michael	Southeast High School	Tchr, Reading, HS	Readinbg K-12	9/18/2022	5/31/2023
Epstein	Nancy	Southeast High School	Tchr, Reading, HS	Readinbg K-12	9/18/2022	5/31/2023
Leupold	Jessica	Lakewood Ranch High School	Tchr, Health, HS	Health K-12	9/14/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	9/12/2022	5/31/2023
Frank	Anna	Blackburn Elementary School	Tchr, VE	Exceptional Student Education K-12	9/12/2022	5/31/2024
Zuluaga	Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	9/12/2022	5/31/2023
Chacon	Anna	Manatee Elementary School	Tchr, Pre-K	PreKindergarten/Primary Education PK-3	9/7/2022	5/31/2023
Negroni	Ivette	Manatee Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	9/7/2022	5/31/2023
Hamilton	Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	9/7/2022	5/31/2023
Jackman	Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	9/7/2022	5/31/2023
Coberly	Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	9/6/2022	5/31/2023
Henriquez Mendoza	Daniela	Palmetto Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/6/2022	5/31/2023
Bock	Jessie	Gullett Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/31/2022	5/31/2023
Kempp	Cayley	Kinnan Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/31/2022	5/31/2023
Gobbo	Gabriella	Abel Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/30/2022	5/31/2023
Beebe	Patricia	Jain Middle School	Tchr, Science, MS	Exceptional Student Education K-12	8/30/2022	5/31/2023
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/29/2022	5/31/2024
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/29/2022	5/31/2023
Pena	Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/29/2022	5/31/2023
Ehresmann-Dryer	Gail	Stewart Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	8/19/2022	5/31/2023
Collier	Robert	Lakewood Ranch High School	Tchr, Technology	Engineering and Technology Education	8/18/2022	5/31/2023
Marchese	LIsa	Buffalo Creek Middle School	Tchr, VE	Exceptional Student Education K-12	8/17/2022	5/31/2023
Ferrell	Savannah	Lee Middle School	Tchr, Reading, MS	Readinbg K-12	8/17/2022	5/31/2023
Kozuch	Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	8/16/2022	5/31/2023
Collins	Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	8/16/2022	5/31/2023
Collins	Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/16/2022	5/31/2023
Dejneka	Ulyana	Braden River High School	Tchr, Art, HS	Art K-12	8/12/2022	5/31/2023
Bartlett	Keary	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/11/2022	5/31/2023
CARDER	ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	8/8/2022	5/31/2023
Coleman	Brittney	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	6/30/2022	2/7/2023
Dickens	Heather	Bashaw Elementary School	Tchr, Fifth Grade	PreKindergarten/Primary Education PK-3	6/16/2022	9/30/2022
Walton	Ronald	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/22/2022	5/31/2022
Ansbro	Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/18/2022	2/7/2023
Darland	Deborah	Southeast High School	Tchr, VE	Elementary Education K-6	2/15/2022	5/31/2022
Franklin	Katrina	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	2/14/2022	11/1/2022

Hebert	Kristy	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	2/3/2022	5/31/2022
Garner	Alex	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/21/2022	1/10/2023
Garner	Alex	Palmetto High School	Tchr, Technology	Business Education 6-12	1/21/2022	1/10/2023
Freeman	Brea	Lee Middle School	Tchr, Autism Spectrum Disorder	PreKindergarten/Primary Education PK-3	1/13/2022	1/4/2023
Hodge	Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	1/13/2022	12/13/2022
Hodge	Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	1/13/2022	12/13/2023
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2021	12/13/2022
Nolin	Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/13/2021	12/13/2023
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Middle Grades Mathematics 5-9	12/13/2021	11/29/2022
Bugg	Andrew	Sable Acad Behavioral Learning	Tchr, VE	Exceptional Student Education K-12	12/13/2021	11/29/2022
Diss	Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/19/2021	11/29/2022
Shillinglaw	Beth	Williams Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/16/2021	11/1/2022
Snowden	Rachel	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	11/3/2021	11/15/2022
Murphy	Jack	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/27/2021	10/7/2022
Wilkes	Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/27/2021	10/21/2022
Krell	Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/27/2021	10/21/2022
Suchy	Michael	Manatee High School	Tchr, Physical Educ, HS	Physical Education K-12	10/27/2021	10/12/2022
Phillips	Dianne	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/26/2021	8/1/2022
Boyd	Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/21/2021	10/5/2022
Wright	Rebecca	Buffalo Creek Middle School	Tchr, Physical Educ, MS	Physical Education K-12	10/14/2021	9/30/2022
Weingold	Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/8/2021	10/7/2022
Jones	Cary	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/7/2021	10/4/2022
Green	Phillip	Prine Elementary School	Tchr, Third Grade	Elementary Education K-6	10/7/2021	6/30/2024
Shreve	Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	10/6/2021	9/13/2022
Boardman	Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021	9/27/2021
Huffman	Julia	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	9/27/2021	5/31/2020
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	9/24/2021	1/10/2022
Schonberger	Gina	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/24/2021	5/31/2022
Baity	Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/22/2021	5/31/2022
Campos	Brittnee	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	9/15/2021	5/31/2023
Dorman	Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2021	9/15/2022
John	Melissa	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	9/15/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/12/2021	5/31/2022
Baucom	Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/12/2021	5/31/2023
Webb	James	Palmetto High School	Tchr, Social Studies, HS	Social Science 6-12	9/12/2021	5/31/2022
Wright	Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	9/10/2021	5/31/2022
Torchia	Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	9/10/2021	5/31/2022
Torchia	Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	9/10/2021	5/31/2023
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	9/8/2021	5/31/2022
McGarry	Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	9/8/2021	5/31/2023
Morris	Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	9/3/2021	6/30/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/1/2021	5/31/2022
Brod	Leah	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/1/2021	5/31/2023
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	8/21/2021	5/31/2022
Keiper	Keala	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	8/21/2021	5/31/2022
McDaniel	Lauren	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	8/21/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	8/18/2021	5/31/2022
Geldmaker	Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	8/18/2021	5/31/2023
Dowling	Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	8/17/2021	5/31/2022
Luther	Latece	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/13/2021	5/31/2022
Artis	Heather	Abel Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/30/2021	5/31/2022
Calcorzi	Angel	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	7/30/2021	5/31/2022
Human	Laura	Miller Elementary School	Tchr, Art, ES	Art K-12	3/29/2021	5/31/2021
Corbran	Caitlyn	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	3/10/2021	5/31/2021
Storm	Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	3/6/2021	2/12/2022
Kennedy	Ryan	Parrish Community High School	Tchr, VE	English 6-12	3/6/2021	2/12/2022
Westendorf	Michelle	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	2/6/2021	1/11/2022
Emerick	Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	2/3/2021	1/12/2022
Neathery	Michele	Bayshore High School	Tchr, Reading, HS	English 6-12	1/21/2021	5/31/2021
Childers	Kelly	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2021	1/21/2022
Routhier	Charles	Bayshore High School	Tchr, Business Technology	Business Education 6-12	1/21/2021	5/31/2021
Hammer	Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2021	1/10/2022
Guerrero	Eduardo	Sugg Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	1/5/2021	12/10/2021
Russell	Jessica	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/4/2020	10/30/2021
Siegel	Kristin	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	11/4/2020	10/19/2021
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/28/2020	10/20/2021
Miller	Akilla	Manatee High School	Tchr, Science, HS	Biology 6-12	10/27/2020	10/8/2021
Motlow-Newhall	Melanie	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/26/2020	10/8/2021
Wallace	Wayne	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/26/2020	10/8/2021
Butcher	John	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/26/2020	10/8/2021
DiSante	Sommer	Sugg Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/26/2020	10/8/2021
Campbell	Emily	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	10/22/2020	9/22/2021
Searls	Darvin	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/20/2020	10/8/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/8/2020	10/5/2021
Miller	Angela	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	10/8/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 1	10/7/2020	10/5/2021

Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 2	10/7/2020	10/5/2022
Russell	Jennifer	Johnson K-8 Sch of Int Studies	Tchr, Gifted	Gifted Endorsement Class 3	10/7/2020	10/5/2023
Uhlinger	Chad	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/29/2020	9/23/2021
Crowe	Maribel	Horizons Academy	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	9/26/2020	5/31/2021
Klaput	Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	9/17/2020	5/31/2021
Molchany	Megan	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	9/17/2020	5/31/2021
Muntz	Steve	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	9/14/2020	5/31/2021
Pope	Eleanor	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	9/14/2020	5/31/2022
Zachary	Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	9/13/2020	5/31/2020
Smith	Samantha	Horizons Academy	Tchr, Reading, HS	Exceptional Student Education K-12	9/13/2020	5/31/2021
Soudijn	Cheryl	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	9/13/2020	5/31/2021
Swinkels	Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	9/13/2020	5/31/2021
Cobb	Sylvia	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2020	9/10/2021
Aguado	Sarah	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	8/28/2020	5/31/2021
Matyasi	Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	8/27/2020	10/2/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 1	8/27/2020	5/31/2021
Nicot	Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Autism Endorsement Year 2	8/27/2020	5/31/2022
Reeves	Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	8/18/2020	5/31/2021
Sutton	Sierra	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	8/10/2020	5/31/2021
Martinez	Stephanie	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	8/7/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	8/6/2020	5/31/2021
Pippin	Tami	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	8/6/2020	5/31/2022
Mullins	Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	8/4/2020	5/31/2021
Gibson	Joseph	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	8/3/2020	5/31/2021
Carpenter	Ashley	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	8/3/2020	5/31/2021
Galati	Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	8/3/2020	5/31/2021
Henry	Louis	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	8/3/2020	1/3/2021
Rosario	Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	8/3/2020	5/31/2021
Galiardo	Stacey	Palmetto Elementary School	Tchr, Combination, ES Grds	Exceptional Student Education K-12	7/31/2020	5/31/2021
Ngo	Jacqueline	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	7/30/2020	5/31/2021
Bomar	Brittani	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	7/28/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	7/23/2020	5/31/2021
Gardner	Kelly	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	7/23/2020	5/31/2022
Vonseggern	Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	7/21/2020	5/31/2021
Bracciano	Kathryn	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	7/20/2020	5/31/2021
Keats	Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	7/19/2020	5/31/2021
Vasquez	Andrea	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Mathematics 5-9	6/9/2020	5/31/2021
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades General Science 5-9	6/9/2020	5/31/2022
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades Social Science 5-9	6/9/2020	5/31/2023
Rodgers	Susan	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	5/12/2020	6/10/2020
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/11/2020	2/28/2023
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	3/11/2020	2/28/2021
Buchek	Tiffany	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	3/11/2020	2/28/2022
Goodyear	Calaina	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	3/5/2020	5/31/2020
Highley	Tamara	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	1/30/2020	2/7/2021
Van Zandt	Mary	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/21/2020	1/6/2021
Strom	Cary	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	English 6-12	1/8/2020	10/7/2019
Bishop	Meghan	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	1/8/2020	10/7/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	12/12/2019	5/31/2020
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 2	12/12/2019	5/31/2021
Reynolds	Jennifer	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	12/12/2019	5/31/2022
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2019	12/2/2020
Mauk	Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	12/2/2019	12/2/2021
Munive	Daniel	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	11/12/2019	5/31/2021
Blank	Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/29/2019	10/31/2020
Mercado	Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	10/23/2019	7/13/2018
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2019	10/16/2021
Day	Christina	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2019	10/16/2022
Sharbono	Christian	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Physical Education K-12	10/16/2019	10/16/2020
Ortiz	Joan	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/16/2019	10/21/2021
Corbett	Brooke	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/16/2019	10/11/2021
Mezzina	Sabrina	King Middle School	Tchr, VE	Elementary Education K-6	10/10/2019	10/1/2021
Benjoud	Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/9/2019	5/31/2022
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/4/2019	10/12/2019
Williams	Roshun	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/4/2019	10/12/2019
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	8/30/2019	5/1/2020
Steinberg	Brittney	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	8/30/2019	5/1/2021
Rogers	Kharma	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	8/9/2019	5/31/2022
Bennett	Robert	Bayshore High School	Tchr, VE	Elementary Education K-6	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	8/9/2019	5/31/2021
Bennett	Robert	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	8/9/2019	5/31/2022
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 1	8/9/2019	5/31/2020
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 2	8/9/2019	5/31/2021
Movilla	Mercedes	Buffalo Creek Middle School	Tchr, World Language, MS	Gifted Endorsement Class 3	8/9/2019	5/31/2022
Hair	Robbin	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	8/8/2019	5/31/2020
Mainer	Angela	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	8/2/2019	5/1/2020

Byrne	James	Bayshore High School	Tchr, Science, HS	Physics 6-12	8/1/2019	12/18/2020
Bigler	Cynthia	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/1/2019	5/31/2019
Balsai	Gina	Samoset Elementary School	Tchr, First Grade	PreKindergarten Disabilities Endorsement	8/1/2019	5/30/2020
McIntosh	Maria	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	7/15/2019	5/31/2021
Patalano	Hailey	Parrish Community High School	Tchr, Art, HS	Drama 6-12	7/1/2019	5/31/2021
Williams	Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	3/8/2019	9/5/2018
Henderson	Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	3/8/2019	9/5/2018
Yueng-Nieves	Kathryn	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	3/1/2019	10/5/2019
Martin	Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/1/2019	3/5/2020
Trefil	Elsa	Williams Elementary School	Tchr, VE	Elementary Education K-6	3/1/2019	10/12/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Earth-Space Science 6-12	2/28/2019	10/4/2022
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	English 6-12	2/28/2019	10/4/2021
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Health K-12	2/28/2019	10/4/2023
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Mathematics 6-12	2/28/2019	10/4/2021
Dehetre	Kimberly	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/28/2019	2/1/2020
Thill	Katherine	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/28/2019	3/2/2019
King	Christopher	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2019	10/3/2019
Garrity	Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	2/28/2019	10/15/2019
Durocher	Christy	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/28/2019	2/14/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Biology 6-12	2/28/2019	3/4/2021
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	English 6-12	2/28/2019	3/4/2020
Culton	Christopher	Parrish Community High School	Tchr, Physical Educ, HS	Mathematics 6-12	2/28/2019	3/4/2022
Maddox	Annette	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/28/2019	2/6/2006
Dillahay	Olivia	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	2/28/2019	3/1/2020
Alberry	Erika	Rogers Garden-Bullock ES	Tchr, VE/SC	Elementary Education K-6	1/23/2019	11/9/2019
Wines	Marcia	Southeast High School	Tchr, Language Arts, HS	English 6-12	1/10/2019	12/12/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	11/5/2018	11/5/2019
Cruz	Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	11/5/2018	11/5/2020
Woughter	Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2018	10/19/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	10/17/2018	5/31/2019
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 2	10/17/2018	5/31/2020
Leonard	Angela	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 3	10/17/2018	5/31/2021
Koehlinger	Melissa	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/17/2018	10/3/2020
Turi	Amanda	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/17/2018	10/3/2019
Pellicone	Jessica	Samoset Elementary School	Tchr, Art, ES	Engineering and Technology Education	10/17/2018	3/20/2019
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/17/2018	10/3/2021
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/17/2018	10/23/2020
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/17/2018	10/3/2022
Wilson	Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	10/17/2018	10/3/2020
Deppen	Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	10/4/2018	5/31/2019
Cummings	Stacy	Palm View K-8 School	Tchr, VE	Exceptional Student Education K-12	9/19/2018	5/1/2019
Fearon	Victoria	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	9/5/2018	5/31/2019
Silva	John	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	8/31/2018	5/31/2019
Bailey	Michael	Braden River High School	Tchr, Emotion/Behavr Disabil	Social Science 6-12	8/27/2018	5/31/2019
Rivers	Santiego	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	8/27/2018	5/31/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 1	8/20/2018	8/1/2019
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	8/20/2018	5/30/2020
Devlin	Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 3	8/20/2018	5/30/2021
Cobb	Jennifer	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	8/20/2018	5/30/2019
Frech	Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	8/14/2018	6/30/2018
Greene	Nailah	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	8/10/2018	5/31/2019
Davies	Jenna	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	8/10/2018	5/31/2019
Tate	Kiara	Southeast High School	Tchr, Other Classroom	English 6-12	8/10/2018	5/31/2019
Timmons	Brett	Southeast High School	Tchr, Other Classroom	English 6-12	6/23/2018	9/18/2020
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	6/23/2018	9/18/2018
Timmons	Brett	Southeast High School	Tchr, Other Classroom	Social Science 6-12	6/23/2018	9/18/2019

OOF ESOL BM 2.14.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
McCray	Juliette	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/7/2019	8/1/2021
Miller	Cory	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/28/2019	6/1/2015
Beck	Karen	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/12/2021	8/1/2023
Aadson	Tatyana	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	5/7/2019	8/1/2007
Kanai	Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	6/28/2019	7/1/2010
Palmiere	Kelly	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	5/2/2003
Assha	Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	3/11/2021	8/1/2012
Hayes	Ellie	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	5/22/2019	4/20/2009
Hinton	Renee	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/14/2019	6/24/2005
Haushalter	Dawn	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	1/21/2020	8/1/2021
Odell	Keltie	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	5/8/2019	8/1/2007
Perry	Sarah	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/20/2020	8/1/2023
D'Urso	Maureen	Palmetto High School	Tchr, VE	ESOL End. Class 1	6/27/2019	4/19/2011
Phillips	Kristen	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2010
Douglas	Kelli	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	3/10/2021	8/1/2012
Kelly	Ann	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	8/1/2018
Seiler	Tracy	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	5/17/2021
Brown	Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/23/2024
Morris	Amy	Miller Elementary School	Tchr, VE	ESOL End. Class 1	6/19/2019	10/25/2007
Krakowski	Michelle	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	6/28/2019	8/1/2021
Jaimes	Maria	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/1/2021	8/1/2021
Griffon	Joy	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/27/2021	8/1/2022
Baxter	Maurice	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	9/6/2019	8/1/2012
Lynch	Sarah	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/10/2019	4/26/2006
Gardini	Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/4/2019	8/1/2020
Delgado Vazquez	Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	3/9/2021	8/1/2015
Babroski	Angela	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	5/8/2019	8/1/2009
Mason	Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/19/2019	8/1/2014
Keenan	Cara	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	6/5/2019	7/1/2013
Carroll	Laura	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	6/28/2019	1/1/2017
Rambo	Christopher	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2014
Holbrook	Colleen	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	7/1/2013
Cummins	Anthony	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Camarda	Heather	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	6/4/2019	8/1/2018
Perez Valdez	Ruth	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	5/17/2020	8/1/2019
Peters	Tina	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/5/2019	8/1/2019
Winston	Lora	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	5/15/2019	8/4/2017
Lyons	Kathleen	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	6/26/2019	7/1/2012
Thomas	Sheree	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018	8/1/2018
Perkins	Sonja	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/13/2019	5/23/1998
Ingham	Gwyneth	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/5/2019	7/1/2014
Bowers	Ann	Braden River Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	8/1/2012
Baker	Sarah	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2015
Fluellen-Reitwiesner	Regina	Jain Middle School	Tchr, VE	ESOL End. Class 1	5/13/2019	12/5/2016
Luck	Michelle	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	5/22/2019	8/1/2019
Norman-Webb	Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	5/9/2019	1/19/2011
Hosker	Jeanne	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/21/2018	8/1/2019
Childress	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	11/17/2020	8/1/2022
Bryant	Andre	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	10/23/2020	8/1/2022
Wardell	Amy	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/12/2019	12/3/2002
Myers	William	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 5	11/27/2021	8/19/2017
Peters	David	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/31/2018	8/1/2020
Tschiember	Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Gleason	Katie	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	6/21/2019	12/14/2015
Paternostro	Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	5/7/2019	8/1/2019
Pope	Misty	Nolan Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/11/2018	8/1/2015
Bizek	Sara	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	4/3/2019	8/1/2013
Waldrop	Stephanie	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	7/1/2015
Rueping	Melissa	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Chabak	Donna	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/21/2019	8/1/2018
Anderson	Heather	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/17/2019	6/12/2014
Gulbrandsen	Angela	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/5/2019	8/1/2019
Grant	Jennifer	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/13/2019	12/14/2015
Hart	Vera	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2016
Boyd	Malinda	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/17/2019	8/1/2019
Vicens	Sarah	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/19/2020	8/1/2022
Ortega	Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021

Galletta	Kimberly	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/27/2019	4/24/2020
Bickford	Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	10/30/2019	8/1/2021
Kudelko	David	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2016
Hubley	Jennifer	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Garcia	Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Pond	Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Earl	Lauren	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/3/2022	8/1/2020
Hustedt	Linda	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/13/2019	8/1/2019
Avila- Mangual	Adrianne	Lee Middle School	Tchr, Resource	ESOL End. Class 1	6/19/2019	8/1/2016
Jackson	Brandi	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	12/19/2018	8/1/2021
Devriendt	Erin	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2016
Williams	Hannah	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/3/2019	8/1/2017
Mcclone	Jillian	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/17/2019	5/8/2016
Anioce	Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/9/2021	8/1/2023
Lentzke	Rose	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	7/18/2019	8/1/2021
Cannon	Angela	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/27/2019	8/1/2017
Pena	Olga	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2018	8/1/2017
Overby	Molly	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	6/18/1998
Lovewell	Chad	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	5/15/2019	6/7/2012
Stevens	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2017
Mueller	Megan	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2017
Jones	Kimberly	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/30/2019	8/1/2019
Nickerson	Susan	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/7/2019	2/11/2012
Candelora Baker	Nicole	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/21/2019	7/1/2020
Nelson	Stacie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/8/2021	8/1/2017
Townsend	Emily	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	1/9/2022	2/20/2020
Lima	Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/10/2020	8/1/2017
Lund	Ashley	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	3/3/2021	8/1/2021
Arsalai	Sadaf	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/15/2021	8/1/2023
Llamas	Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/24/2018	8/1/2020
Comegno	Iris	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/3/2019	8/1/2018
Nunemaker	Jessica	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Moreno-Hernandez	Diana	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	10/27/2021	8/1/2023
Scott-Atbashian	Larissa	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/12/2019	8/1/2017
Lane	Barbara	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	6/24/2019	8/1/2021
Bean	Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/27/2018	8/1/2020
Ruiz	Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2018	8/1/2020
Frisbie	Jason	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	6/11/2019	8/1/2018
Erby	Lisa	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/21/2018	8/1/2019
Balatoni	Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2018
Coetzee	Nicolette	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	9/18/2020	8/1/2022
Neri	Anna	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	6/19/2019	8/1/2017
Jandula	Sommer	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2018
Clark	Julie	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/12/2019	8/1/2018
Thornton	Joshua	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	12/8/2021	10/27/2020
Pinckney	Lesley	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Holmes	Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	6/19/2019	8/1/2016
Rulhe	Heather	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2018
Small	Tyler	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Moore	Peggy	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	1/8/2020	8/1/2020
Wright	Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/10/2019	8/1/2017
Holgado Castro	Sandra	Johnson K-8 Sch of Int Studies	Tchr, ESOL Resource	ESOL End. Class 4	1/4/2022	1/4/2022
Gould	Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2019	8/1/2021
Urban	Tiffany	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Cardozo	Chelsea	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Sneed	Nicole	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/31/2018	8/1/2020
Winfield	Meigan	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/5/2018	8/1/2020
Ramos Chesnik	Claudia	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Chanelo Rodriguez	Edith	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/15/2021	8/1/2023
Gilbank	Kristen	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Santiago	Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	10/10/2018	8/1/2020
Melo Espinosa	Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	5/9/2019	8/1/2019
Chalmers	Wendi	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/22/2018	8/1/2019
Bixler	Kathleen	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	6/21/2019	8/1/2019
Givens	Phyllis	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	6/13/2019	8/1/2019
Cartwright	Elizabeth	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/5/2019	8/1/2021
Hughes	Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/21/2018	8/1/2019
Rumbaugh	Meghan	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	6/12/2019	8/1/2019
Moeller	Renee	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/22/2019	8/1/2019

Collett	Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/11/2019	8/1/2019
Anderson	Megan	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/10/2019	8/1/2019
Noll	Adrienne	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/11/2019	8/1/2018
Shea	Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/12/2019	8/1/2019
Ventling	Olivia	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Carenza	Kimberly	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2019
Miller	Melanie	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/7/2019	8/1/2019
Cochran	Elizabeth	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/3/2019	8/1/2019
Lamar	Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Feliciano	Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/29/2021	8/1/2023
Sirota	Leigh	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	6/7/2019	8/1/2018
Boggs	Olivia	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/7/2019	8/1/2019
Wagstaff	Michele	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/19/2019	8/1/2019
Graczyk	Alycia	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/22/2019	8/1/2019
Merrill	Kendra	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/4/2019	8/1/2019
Post	Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	9/9/2019	8/1/2020
Haun	Sarah	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/21/2018	8/1/2020
McKellick	Amber	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/21/2019	8/1/2019
Gilbert	William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	5/8/2019	8/1/2018
De Jesus	Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	6/29/2020	8/1/2019
Mckenzie	Stephanie	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	5/9/2019	8/1/2019
Coston	William	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	6/19/2019	8/1/2019
Gomez Ojeda	Arelys	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	6/25/2019	8/1/2021
Flesche	Kathryn	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/21/2021	8/1/2023
Gibson	Dana	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/29/2019	8/1/2018
Severo	Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	6/7/2019	8/1/2020
Highers	Jamie	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Peterson	Lisa	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/11/2019	8/1/2020
Campbell	Patricia	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/13/2020	8/1/2022
BURKHART	BRITTNEY	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/21/2018	8/1/2020
Dain	Allison	Braden River High School	Tchr, Reading, HS	ESOL End. Class 1	5/7/2019	5/27/2014
Cline	Ka	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	6/7/2019	8/1/2017
Baker	Pamela	King Middle School	Tchr, Gifted	ESOL End. Class 1	5/14/2019	3/13/2016
Wikstrom	Kristin	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/20/2018	8/1/2020
Connolly	Karen	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/14/2018	8/1/2020
Walker	Tasha	Mills Elementary School	Tchr, VE/SC	ESOL End. Class 5	9/5/2018	8/1/2022
Saldivar	Kristin	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/31/2018	8/1/2020
VanSkiver	Wendy	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Salem Tomaselli	Sarah Elizabeth	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/31/2018	8/1/2020
Dawson	Dianne	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	6/20/2019	8/1/2021
Schmitz	Lucas	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/24/2018	8/1/2020
Springer	Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/12/2018	8/1/2020
Kammou	Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/3/2021	8/1/2023
Barquero Diaz	Lillian	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	5/7/2019	2/20/2013
Anderson	Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	3/9/2021	8/1/2012
Denny	Rachel	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2018	8/1/2020
Torregrosa	Chelsea	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	11/7/2018	8/1/2020
Gump	Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/21/2018	8/1/2020
Sandberg	Sarah	Manatee High School	Tchr, VE	ESOL End. Class 1	8/29/2018	8/1/2020
Watts	Ali	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Brooks	Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/24/2018	8/1/2020
Cruz De Diego	Maria	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/31/2018	8/1/2020
Hale	Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/21/2018	8/1/2020
McGoldrick	Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/24/2018	8/1/2020
Petrucci	Laura	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/22/2018	8/1/2020
Smith	Olivia	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	9/4/2018	8/1/2020
Reed	Melissa	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/4/2018	8/1/2020
Bernhardt	Michelle	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/30/2018	8/1/2020
Stanford	Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Brondyke	Sarah	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
Fontaine	Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/23/2018	8/1/2020
Smith	Jennifer	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	6/7/2019	7/1/2018
Zinzi	Nathan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/5/2018	8/1/2020
Tucker	Janele	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/5/2018	8/1/2020
McCarron	Aurora	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	6/14/2019	8/1/2020
Harvin-Peterson	Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	12/14/2018	8/1/2018
Thomas	Katrina	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Hirshman	Emily	Horizons Academy	Tchr, ESE, Department Chair	ESOL End. Class 1	9/5/2018	8/1/2020
Barz	Katherine	Ballard Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	9/4/2020	8/1/2022

Roche	Rita	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/7/2018	8/1/2020
Frederick	Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/18/2019	8/1/2021
Walker	Angela	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	5/24/2019	8/1/2021
Pawlik	Lauren	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/29/2019	8/1/2021
DePatie	Alison	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/28/2020	8/1/2021
Clark	Megan	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/15/2021	8/5/2019
Wilson	Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/15/2019	8/1/2021
Clark	William	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	11/13/2018	8/1/2020
Garber	Valerie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/9/2020	8/1/2022
Winsor	Sara	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/11/2019	8/1/2021
Cromartie-Pindell	Doris	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/28/2019	8/1/2019
Boone	Jennie	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	6/10/2019	8/1/2021
Saavedra	Amy	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	3/13/2019	8/1/2021
Addair	Caressa	Palm View K-8 School	Tchr, VE/SC	ESOL End. Class 1	1/15/2020	8/1/2021
Alvarado	Olga	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	7/22/2019	8/1/2021
Harshaw	Samantha	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/24/2019	8/1/2021
Kingsley	Dana	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	7/1/2019	8/1/2021
Navarra	Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/16/2019	8/1/2021
Werneke	Teresa	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Haacke	Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	7/17/2019	8/1/2021
Lehman	Tracie	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	7/10/2019	8/1/2021
Boswell	Courtney	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/24/2019	8/1/2017
Stollar	Megan	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Murphy	Bonnie	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/17/2019	8/1/2022
Babakarkhil	Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/2/2019	8/1/2021
Schabel	Kaytlynn	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/29/2019	8/1/2021
Schultes	Ashley	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/12/2019	8/1/2021
Milazzo	Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/21/2021	8/1/2023
Guzman Colon	Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	1/25/2022	8/1/2022
Barringer	Jeanne	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/18/2019	8/1/2021
Hardin	Kerri	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/5/2019	8/1/2021
Slattery	Jennifer	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/16/2019	8/1/2021
Ferreira	Rebecca	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	7/12/2019	8/1/2020
Baker	Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Schroeder	Claire	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/5/2019	8/1/2021
Davidson	Spirit	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	7/11/2019	8/1/2021
Best	Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2019	8/1/2021
Sartori Amsberry	Phoebe	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	12/15/2021	8/1/2021
Cullen	Alexis	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Vogt	Samantha	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/25/2019	8/1/2021
Rodgers	Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/15/2019	8/1/2021
Bagley	Katie	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/12/2019	8/1/2021
Lenard	Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/18/2022	8/1/2021
Mitchell	Raven	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/23/2019	8/1/2021
Smith	Christina	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	1/21/2021	8/1/2022
Fairley	Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/29/2020	8/1/2022
Dominguez	Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/12/2019	8/1/2021
Autrey	Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	10/31/2019	8/1/2021
Eidson	Kaehla	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	2/24/2021	8/1/2021
Weems	Kristen	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/28/2021	8/1/2022
Riccio	Christine	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	11/12/2019	8/1/2021
Collins	Asia	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Heasley	Cherie	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/22/2020	8/1/2021
Murphy	Trista	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Tollers	Stephanie	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Murphy	Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	3/5/2021	8/1/2022
Moseley	Lauren	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Lavigne	Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Steiner	Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	6/4/2020	8/1/2021
Lashway	Brianna	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Brooks	Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	2/6/2020	8/1/2021
Barber	Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	3/9/2021	8/1/2023
Thompson	Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	7/31/2020	8/1/2022
Kozlowski	Eric	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	9/20/2021	8/1/2023
Peace	Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	11/9/2021	8/1/2023
Lockhart	Megan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/19/2020	8/1/2022
Morales-Correa	Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/3/2020	8/1/2022
Kelly	Debra	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/19/2020	8/1/2022
Deans	Sara	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	10/9/2020	8/1/2022

Walker	Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	7/21/2020	8/1/2022
Lubbers	Jess	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	7/22/2020	8/1/2022
Richardson	Madison	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	7/31/2020	8/1/2022
Page	Anita	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	7/22/2020	8/1/2022
Austin	Taylor	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/28/2020	8/1/2022
Gomes	Lisa	Kinnan Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/17/2020	8/1/2022
Jimenez	Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/7/2020	8/1/2022
Vines	Janet	Palm View K-8 School	Tchr, Fifth Grade	ESOL End. Class 1	8/3/2020	8/1/2022
Walter	Maddison	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/13/2020	8/1/2022
Collins	Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/6/2020	8/1/2022
Gallien	Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/14/2020	8/1/2022
Abend	Tristan	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/17/2020	8/1/2022
Gimmi	Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	3/6/2021	8/1/2022
Angstadt	Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Tackett	Laura	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/25/2020	8/1/2022
Ramon	Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	11/2/2020	11/2/2022
Anderson	Jessica	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	10/27/2020	8/1/2022
Sasso	Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	10/29/2020	8/1/2022
Daspit	Katie	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	12/17/2020	8/1/2022
Williams	Bradley	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	3/2/2021	8/1/2021
George	Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	1/10/2022	8/1/2023
Simpson	Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/20/2021	8/1/2023
Smith	Gracyn	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Williams	Jarrett	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Kolomiychenko	Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/21/2021	8/1/2023
Tympanick	Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Crowley	Alicia	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Fidura	Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/19/2021	8/1/2023
Hogue	Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Cole	Emily	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Montijo	Jennifer	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/23/2021	8/1/2023
LaBrake	Makenzie	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Alvarez	Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/2/2021	8/1/2023
Van Dyke	Carolyn	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	9/12/2021	8/1/2023
Melby	Caroline	Myakka Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/28/2021	8/1/2023
McClintock	Lyndsie	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/31/2022	8/1/2024
Hogue	Kenneth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/20/2021	8/1/2023
Bernal	Laura	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	1/13/2022	8/1/2023
Walter	Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/6/2021	10/4/2023
Steiner-Woods	Michelle	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/21/2022	8/1/2024
Meyer	Mary	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/7/2021	8/1/2023
Scirrotto	Ronda	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Akers	Jennifer	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/21/2021	8/1/2023
Hyde	Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	9/10/2021	8/1/2023
Warren	David	Sea Breeze Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Kincaid	Natalie	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/16/2021	8/1/2023
Riffle	Jennifer	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Jordan	Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/12/2021	8/1/2023
Bono	Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/27/2021	8/1/2023
Messer	Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Tobias	Kayla	Abel Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/17/2021	8/1/2023
Byrne	Adrianna	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/10/2021	8/1/2023
Sawyer	Teri	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Farrell	Sarah	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/24/2021	8/1/2023
Nobile	Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/18/2021	8/1/2023
Kilguss	Sarah	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	12/2/2021	8/1/2023
Romain	Kenicka	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Mynatt	Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/18/2021	8/1/2023
Botros	Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Madigan	Patrick	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	ESOL End. Class 1	8/23/2021	8/1/2023
Chrisman	LeAnn	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/2/2021	8/1/2023
Baialardo	Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/20/2021	8/1/2023
Callahan	Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/3/2021	8/1/2023
Kerchner	Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2021	8/1/2023
Clark	Shawna	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2021	8/1/2023
Radaszewski	Anthony	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/11/2021	8/1/2023
Darnell	Amanda	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/12/2021	8/1/2023
Mazelin	Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/23/2021	8/1/2023
Martinetti	Megan	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	9/11/2021	8/1/2023

Collado	Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/7/2021	10/4/2023
Vanderford	Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	10/21/2021	8/1/2023
Nonova	Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/7/2021	10/4/2023
Howard	Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/22/2022	8/1/2024
Light	Michelle	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	10/19/2021	8/1/2023
Olsen	Kaitlynn	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/18/2021	8/1/2023
Tinl	Maleah	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/13/2022	1/10/2024
Walters	Molli	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/19/2022	1/9/2024
Williams	Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	11/17/2021	8/1/2023
Adams	Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/6/2021	8/1/2023
Dolan	Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/8/2022	8/1/2024
Durham	Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Marello	Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/14/2022	8/1/2024
Sullivan	Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	12/22/2022	8/1/2024
Wyatt	Sarah	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	1/13/2022	1/9/2024
Shenning	DeeAnah	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	9/1/2022	8/1/2024
Li	Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/27/2022	1/24/2024
Muniz	Meghan	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	1/26/2023	8/1/2024
Deligiannis	Maria	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022	8/1/2024
Wylie	Frances	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Facer	Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	12/2/2022	8/1/2024
Ruch	Jacquelyn	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	9/9/2022	8/1/2024
Blanco	Elizabeth	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Palkovich	Emily	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Shareshian	Michael	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	1/17/2023	8/1/2024
Riley	Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/19/2022	8/1/2024
Lopez-Pacheco	Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Hammond	Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/19/2022	8/1/2024
Blalock	Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	10/4/2022	8/1/2024
Pugh	Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Case	Denise	Braden River Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	9/18/2022	8/1/2024
Bellew	Vanessa	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/11/2022	8/1/2024
Guyre	Brendan	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Fields	Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Cobb	Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/8/2022	8/1/2024
McNary	Amanda	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	9/1/2022	8/1/2024
Jeffcoat	Sarah	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2022	8/1/2024
Carper	Sydni	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	10/7/2022	8/1/2024
Kanz	Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Van Horn	Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Nelson	Jacquelyn	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Klecka	Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Furman	Claire	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	9/7/2022	8/1/2024
Wolfe	Jaisa	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Jacox	Brianna	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Danko	Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/6/2022	8/1/2024
Wade	Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/30/2022	8/1/2024
Boender	Jill	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	9/16/2022	8/1/2024
Crowe	Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	9/22/2022	8/1/2024
Spencer	Melissa	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	9/13/2022	8/1/2024
Boyle	Lauren	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/19/2022	8/1/2024
Summers	Megan	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	9/18/2022	8/1/2024
Charbonneau	Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	9/18/2022	8/1/2024
Prucnell	Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	9/6/2022	8/1/2024
Moore	Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	9/18/2022	8/1/2024
Viverito	Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	1/13/2023	8/1/2024
Piscopo	Louis	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	1/18/2023	8/1/2024
Russin	Laura	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	6/13/2019	8/21/1997
Powers	Erin	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Kotler	Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	12/16/2022	8/1/2024
Kleespie	Anna	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/17/2023	8/1/2024
Martin	Jaimie	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	1/18/2023	8/1/2024
Chmielewski	Brenda	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	7/2/2019	8/1/2018
Ralston	Tammy	Braden River High School	Tchr, VE	ESOL End. Class 1	7/2/2019	1/20/2006
Tillett	Julie	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	5/9/2019	6/1/2001
Phillips	Erika	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/15/2019	5/30/2004
Fallgren	Regina	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/13/2019	8/1/2020
Dacosta	Maria	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	5/13/2019	12/6/2000

OOF Reading BM 2.14.2023						
Last Name	First Name	Department	Current Jobcode Title	Descr	Eff Date	Due Date
Keen	Christine	Myakka Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/17/2020	11/1/2021
Sanborn	Kelli	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Humphrey	Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Chapman	Kristen	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Bulfin	Cheryl	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bice	Cheryl	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bishop	Kathleen	Blackburn Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2020
Laport	Lisa	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Mcdaniel	Rebecca	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/10/2020	11/1/2021
Stoddart	Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Freeman	Stacy	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Watts	Ruth	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Earnest	Megan	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Rzepa	Michele	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Holloway	Jackie	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hughes	Angela	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Reyes	Claudia	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/20/2020	11/1/2021
Dominis	Jenny	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Turner	Rhonda	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Galbraith	Jessica	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Platt	Dawn	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Germer	Jeannine	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Dubendorf	Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Harp	Sarah	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Peebles	Elizabeth	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Hixson	Yovary	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brack	Elizabeth	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Samson	Jodi	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Trivedi	Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
France	Brijet	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Houston	Amanda	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Engram	Lisa	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/13/2020	11/1/2021
Wilder	Kim	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Rosario	Paula	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gregory	Sara	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2021
Chapelle	Nequita	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Whitfield	Kelli	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kerwin	Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/5/2020	11/1/2021
Crosby	Lauren	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Lewis	Jenna	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Lardas	Stephan	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Averso	Dylan	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Wilson	Ariane	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sutherland	Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Bertsch	Alison	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Andersen	Leslie	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Furman	Jan	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/10/2020	11/1/2021
Burke	Catherine	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Bednarz	Jewell	Abel Elementary School	Tchr, VE	Reading Endorsement Class 1	11/5/2020	11/1/2019
Swartling	Melinda	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Shilling	Michelle	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Shaw	Linda	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Gyure	Adrienne	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Holt	Jessica	Palma Sola Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Allen	Brigitte	Rogers Garden-Bullock ES	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Crowley	Susan	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Phillips	Ashley	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Babakarkhil	Jessica	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Walker	Amber	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Peterson	Hope	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bertrand	Amanda	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Miraglia	Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Brendel	Bobbi	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/17/2020	11/1/2021
Cadle	Mryia	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/19/2020	11/1/2021
Vazquez	Jessica	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Keller	Erika	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Goodwin	Emily	Abel Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/20/2020	11/1/2021
Cardenas	Cynthia	Abel Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Enrique	Samantha	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
White	Charlie	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021

Wilson	Eugena	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Gray	Donna	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Smith	Elizabeth	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Pollard	Sharran	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Lagasse	Elizabeth	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/18/2020	11/1/2021
Newsome	Gwendolyn	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Beckner	Tracy	Miller Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Engelberger	Kristie	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Leverenz-Pikulski	Debra	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Spence	Lesley	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Carson	Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Miller	Ashlee	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Sheehan	Randi	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Compton	Kathryn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/13/2020	11/1/2019
Spisak	Stephen	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	7/23/2020	5/31/2021
Wetherson	Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/6/2020	11/1/2021
Cappiello	Xiomara	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
French	Sharon	Samoset Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/5/2020	11/1/2021
Ballenger	Byron	Palmetto Elementary School	Tchr, Physical Educ, ES	Reading Endorsement Class 1	11/18/2020	11/1/2021
Gil	Katherine	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Bue	Jennifer	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/20/2020	11/1/2021
Kerney	Kaitlinn	Prine Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/19/2020	11/1/2021
Garcia	Rebecca	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Ujvari	Adrienn	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/18/2020	11/1/2021
Rogers	Christina	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/10/2020	11/1/2021
Kil	Wendy	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/9/2020	11/1/2021
Gruwell	Lorena	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/17/2020	11/1/2021
Kiker	Kari	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Brady	Deborah	Miller Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Berninger	Andrea	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Byrne	Karin	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/10/2020	11/1/2021
Lindenauer	Lourdes	Miller Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/13/2020	11/1/2021
Murphy	Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/5/2020	11/1/2021
Mccoy	Vivian	Braden River Middle School	Tchr, Mathematics, MS	Reading Endorsement Class 1	9/29/2020	9/21/2021

AGENDA ITEM NO. 10.7

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement

Executive Summary
The following school(s) have requested a waiver of the Manatee Education Association's (MEA) Collective Bargaining Agreement in compliance with Article I - Purpose, Section 2 - Waivers to Contract Language. The MEA Executive Board has approved the 2022-2023 school year waivers.

Waivers Approved by the MEA Board for 2022-2023:

- Haile Middle School - Department Chair and Testing Coordinator Supplements

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Equitable Recruitment & Retention | Goal 1
Recruit the most qualified, diverse and motivated staff.

Equitable Recruitment & Retention | Goal 2
Improve teacher and other employee retention rates.

Recommendation
The Superintendent recommends approval of the waiver(s) of the Manatee Education Association (MEA) Collective Bargaining Agreement.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Haile MS Waiver Dept Chair and Testing Coord 2.14.2023

Smith, Deborah

From: Manatee Education Association
Sent: Thursday, January 12, 2023 1:35 PM
To: Barlaug, Katherine; Vonseggern, Byron
Cc: mimi.janotka@floridaea.org; Peregoff, Donna; Smith, Deborah
Subject: Haile's Waiver Request

Good Afternoon,
The purpose of this email is to inform you that Haile Middle's teachers' request for a waiver of Article XII, Section 2, Appendix B Department Chair and Testing Coordinator has been approved by the MEA Executive Board.

This approval is for the 2022-2023 school year only.

I have copied HR Assistant Director Donna Peregoff, so she can place the item on the next School Board agenda.

Please let me know if you have any follow-up questions.

Pat
Manatee Education Association
1523 6th Avenue West, Suite G-1
Bradenton, FL 34205
(941)747-5091
(941)746-9355 Fax
www.manateeea.org
www.facebook.com/manateeea
Find our members-only Facebook group - search 'MEA Members'
MEA office hours: M-Th 8:30 - 5:00; F 8:30 - 4:00
SOLIDARITY. SECURITY. SAVINGS.
#FundOurFutureFL

"Florida has a very broad Public Records Law. Virtually all written communications to or from School District Personnel are public records available to the public and media upon request. E-mail sent or received on the School District system will be considered public and will only be withheld from disclosure if deemed confidential pursuant to State Law."

DOCUMENTATION FOR REQUEST TO WAIVE CONTRACT LANGUAGE

OF MASTER CONTRACT BETWEEN

MANATEE EDUCATION ASSOCIATION AND

SCHOOL BOARD OF MANATEE COUNTY

School requesting waiver: Carlos E. Haile Middle School

1. Briefly describe the plan and explain why a contract waiver is needed:

Carlos E. Haile M.S. will have twice as many department chairs and Testing Coordinators as there are supplements. Due to this we held a staff vote to split the supplements in half for each employee.

2. Section of contract for which waiver is requested:

ARTICLE XII, SECTION 2

TEXT: Appendix B, Department Chair and Testing Coordinator Supplements.

3. Date faculty meeting presentation of plan was made: August 2, 2022

Documentation to Request Waiver of Contract Language, Cont'd

School: Carlos E. Haile Middle School

4. Date written copy of contract language was distributed to faculty: August 2, 2022

5. Date secret ballot election was held: August 8, 2022

6. Vote certification:

a.	Number of full-time teachers:	42
b.	Number of ballots cast:	31
c.	Number voting to request waiver:	29
d.	Number voting not to request waiver:	2

Name	Position
VonSeggern, Byron	MEA Rep./Teacher
Sloman, Robert	Assistant Principal

7. My signature indicates I am certifying the procedure for requesting waivers in ARTICLE XII, SECTION 2 was followed at Carlos E. Haile Middle School.
School

Principal 9/16/22

MEA Building Representative 9/15/22

AGENDA ITEM NO. 10.8

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Change Orders 1 and 2 - Agreement Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - Reduction in the Amount of $285,942.54

Executive Summary
The purpose of the requested action is to approve Change Orders 1 and 2 to the Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, which will reduce the Guaranteed Maximum Price (GMP) for materials estimated to be purchased under the Direct Materials Purchase program in order to save sales tax.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Southeast High School - New Science Building - Change Orders 1 and 2 - Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction - reduction in the amount of $285,942.54.

Financial Impact
The amount of Change Order 1 is ($269,426.92), and the amount of Change Order 2 is ($16,515.62). The revised Guaranteed Maximum Price is $12,960,124.95 and is included in the total project budget of $16,743,311.90. The project is funded by COPS, Sales Tax Revenue, and Local Capital Improvement Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
SHS New Science Building - Change Orders 1 and 2
SHS New Science Bldg - Project Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Southeast High School New Science Building
1200 37th Ave East
Bradenton, FL 34208

TO: (Contractor):
P.J. Hayes, Inc. dba
Tandem Construction
5391 Lakewood Ranch Blvd. N
Suite 200
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 10/25/2022

You are directed to make the following changes in this Contract:

DMP Materials - Membrane Roofing-Seaman	PO 00083707	$	(92,537.92)
DMP Materials - Air Handling Units-Trane	PO 00083713	$	(87,600.00)
DMP Materials - Variable Frequency Units-CAM	PO 00083708	$	(8,010.00)
DMP Materials - Air Terminal Units-Tom Barrow	PO 00083712	$	(6,955.00)
DMP Materials - Power Ventilators-CAM	PO 00083709	$	(32,000.00)
DMP Materials - Panelboards-CED	PO 00083711	$	(25,600.00)
DMP Materials - Low Voltage Transformers-CED	PO 00083710	$	(16,724.00)
Total of Summary		$	(269,426.92)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was.....	$	13,246,067.49
Net Changes by previously authorized Change Orders and/or Amendments.....	$	-
The (Contract Sum)(Guaranteed Maximum Price) prior to the Change Order was.....	$	13,246,067.49
The ~~(~~Contract Sum~~)~~(Guaranteed Maximum Price) will be decreased by this Change Order.....	$	(269,426.92)
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	$	12,976,640.57
The Contract time will be (increased)(decreased)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		November 10, 2023

Rowe Architects, Inc.	P.J. Hayes, Inc. dba Tandem Construc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
100 Madison Street, Suite 200	5391 Lakewood Ranch Blvd. N #200	1 Matzke Way
Tampa, FL 33602	Sarasota, FL 34240	Bradenton, FL 34208
By: Angela M Hendershot	By: Jodi Dressig	By:
Date: 01.18.2023	Date: 2023.01.05 17:52:55-05'00'	Date:

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Southeast High School New Science Building
1200 37th Ave East
Bradenton, FL 34208

TO: (Contractor):
P.J. Hayes, Inc. dba
Tandem Construction
5391 Lakewood Ranch Blvd. N
Suite 200
Sarasota, FL 34240

CHANGE ORDER NUMBER: 2

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 10/25/2022

You are directed to make the following changes in this Contract:

DMP Tax Savings - Membrane Roofing-Seaman	PO 00083707	$	(5,602.28)
DMP Tax Savings - Air Handling Units-Trane	PO 00083713	$	(5,306.00)
DMP Tax Savings - Variable Frequency Units-CAM	PO 00083708	$	(530.60)
DMP Tax Savings - Air Terminal Units-Tom Barrow	PO 00083712	$	(467.30)
DMP Tax Savings - Power Ventilators-CAM	PO 00083709	$	(1,970.00)
DMP Tax Savings - Panelboards-CED	PO 00083711	$	(1,586.00)
DMP Tax Savings - Low Voltage Transformers-CED	PO 00083710	$	(1,053.44)
Total of Summary		$	(16,515.62)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(Guaranteed Maximum Price) was.....	$	13,246,067.49
Net Changes by previously authorized Change Orders and/or Amendments.....	$	(269,426.92)
The (Contract Sum)(Guaranteed Maximum Price) prior to the Change Order was.....	$	12,976,640.57
The (Contract Sum)(Guaranteed Maximum Price) will be decreased by this Change Order.....	$	(16,515.62)
The new (Contract Sum)(Guaranteed Maximum Price) including this Change Order will be.....	$	12,960,124.95
The Contract time will be (increased)(decreased)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		November 10, 2023

Rowe Architects, Inc.	P.J. Hayes, Inc. dba Tandem Construc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
100 Madison Street, Suite 200	5391 Lakewood Ranch Blvd. N #200	1 Matzke Way
Tampa, FL 33602	Sarasota, FL 34240	Bradenton, FL 34208
By:	By: Jodi Dressig	By:
Date: 01.31.2023	Date: 2023.01.05 17:53:58 -05'00'	Date:

Southeast High School - New Science Building

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER:	Rowe Architects	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	P.J. Hayes, Inc., d.b.a.Tandem Construction	Selected through the Request for Qualifications process
BUILDING OFFICIAL:		

PROJECT BUDGET:	$16,743,311.90	Revised Total Project Budget
	$13,229,500.00	Original Project Budget (02/22/22)

HISTORY: Southeast High School was originally constructed in 1958, and underwent its last major renovations in 1997. The facility has 37 permanent structures located on 51 Acres at 1200 37th Avenue East, Bradenton, and currently serves 1,711 Students. The Science/Art Lab Building was built in 1985, is obselete and requires replacement.

SCOPE: The scope of work consists of the construction of a new two-story building to be centrally located on the Southeast High School campus which is proposed to house eleven (11) classrooms/labs. The proposed program will include eight (8) Science Classrooms/Labs, one (1) Computer Lab, Two (2) Art Labs, and related ancillary-support spaces. The project will be constructed on an occupied campus and will include demolition of existing structures and phased in a manner to insure student and staff safety.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	1,058,360.00	March 8, 2022	Approved	Architectural/Engineering Services
TOTAL	$1,058,360.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	
Agreement:	38,431.70	March 8, 2022	Approved	Pre-Construction Services
Amendment 1:	705,879.38	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	338,267.22	October 25, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 2
Amendment 3:	12,163,489.19	November 8, 2022	Approved	Guaranteed Maximum Price - Amendment 3
Change Order 1 & 2:	(285,942.54)	February 14, 2023	Pending	Deduct Direct Material Purchases & Sales Tax Savings
TOTAL	12,960,124.95			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Currently on the District's Continuing Contracts List
Agreement:	23,704.00	June 3, 2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$23,704.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Conceptional Study	19,926.00	September 15, 2021	Not Required	Currently on the District's Continuing Contracts List
Asbestos Survey	3,875.00	April 4, 2022	Not Required	Currently on the District's Continuing Contracts List
Mech. Elec. Comm. Serv	25,000.00	May 02,2022	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$28,875.00			

AGENDA ITEM NO. 10.9

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Witt Elementary School - Renovations and Addition - Change Order 13 - Final - Agreement Between Owner and Halfacre Construction Company, Reduction in the Amount of $142,906.80

Executive Summary
The purpose of the requested action is to approve Change Order 13 Final to the Agreement between Owner and Halfacre Construction Company, which will decrease the Construction Manager's (CM) contract by the amount of Change Order 13 Final to reconcile the contract and deduct the unexpended Unforeseen Conditions Fund in order to close out the project.

Witt Elementary School Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Witt Elementary School - Renovations and Addition - Change Order 13 - Final - Agreement Between Owner and Halfacre Construction Company, reduction in the amount of $142,906.80.

Financial Impact
The amount of Change Order 13 - Final is a reduction in the amount of ($142,906.80). The revised Guaranteed Maximum Price is $18,053,997.81 and is included in the current total project budget of $23,400,000.00. The project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Witt ES Renovations & Addition Summary Sheet
Witt ES Reno and Add CM Change Order 13 - Final

Witt Elementary School Renovations and Addition

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Williamson Dacar Associates, Inc	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Halfacre Construction Company	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	GFA International, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$ 23,400,000.00	(12/10/19) Revised Project Budget (Board Approved)
	$ 20,400,000.00	(9/25/18) Revised Project Budget (5 Year Capital Plan)
	$ 17,000,000.00	(4/10/18) Original Project Budget

HISTORY: The school was constructed in 1994 and currently houses 751 permanent student stations and 66 relocatable student stations. A covered picnic area was added to the school in 2001 and facility lighting enhancements were conducted by FPL in 2007. In 2008, the chillers were replaced.

SCOPE: This scope of work includes, various building upgrades, roof replacement with enhanced structural components, LED lighting, updated heating ventilation/air conditioning (HVAC), relocating Building 1 above ceiling heating ventilation/air conditioning equipment to ground level mechanical closets, interior finishes, and various sitework improvements. This project also includes, development of the adjacent parcel for additional onsite vehicle queuing with enhanced traffic and parking, additional playfield area and an 8-classroom wing addition. New Chillers, new electrical service, relocating playgrounds 100-year flood plain mitigation, new plumbing fixtures, reconfiguration of the Administration area, expansion of the cafeteria, and reconfiguring the media center, cctv studio and art lab.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 12, 2017	Approved	
Agreement:	$ 1,095,000.00	April 10, 2018	Approved	Architectural / Engineering Services
Phase I Plans:	$0	November 13, 2018	Approved	Schematics Design
Letter of Commitment:	$0	November 13, 2018	Approved	Second Letter
Amendment 1:	$ 195,000.00	December 11, 2018	Approved	Add'l Arch/Eng Svc
Phase II Plans:	$0	February 12, 2019	Approved	Third Letter
Letter of Commitment:	$0	February 12, 2019	Approved	Design Development
Phase III Plans:	$0	December 10, 2019	Approved	Construction Documents
TOTAL	$ 1,290,000.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 12, 2017	Approved	
Agreement:	$ 157,415.00	April 10, 2018	Approved	Pre-Construction Services
Letter of Commitment:	$0	November 13, 2018	Approved	Second Letter
Letter of Commitment:	$0	February 12, 2019	Approved	Third Letter
Amendment 1:	$ 3,632,186.00	March 12, 2019	Approved	Partial GMP - Sitework & Procurement of Equipment
Change Order 1:	$ (386,005.04)	October 22, 2019	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (23,396.80)	October 22, 2019	Approved	Deduct Sales Tax Savings
Amendment 2:	$ 16,490,199.00	December 10, 2019	Approved	GMP
Change Order 3:	$ (1,199,275.85)	August 11, 2020	Approved	Deduct Direct Materials Purchased
Change Order 4:	$ (72,356.55)	August 11, 2020	Approved	Deduct Sales Tax Savings
Change Order 5:	$ (156,570.53)	December 8, 2020	Approved	Deduct Direct Materials Purchased
Change Order 6:	$ (9,644.24)	December 8, 2020	Approved	Deduct Sales Tax Savings
Change Order 7:	$ (245,367.57)	May 25, 2021	Approved	Deduct Direct Materials Purchased
Change Order 8:	$ (14,822.06)	May 25, 2021	Approved	Deduct Sales Tax Savings
Change Order 9:	$ 22,388.57	January 11, 2022	Approved	Direct Materials Purchase Reconciliation
Change Order 10:	$ 1,343.32	January 11, 2022	Approved	Sales Tax Savings Reconciliation
Change Order 11:	$ 765.24	May 10, 2022	Approved	Direct Materials Purchase Reconciliation
Change Order 12:	$ 45.95	May 10, 2022	Approved	Sales Tax Savings Reconciliation
Substantial Completion:	$0	July 26, 2022	Approved	Substantial Completion (8/6/2021)
Change Order 13 - Final:	(142,906.80)	February 14, 2023	Pending	Final Change Order - Close out Project
TOTAL	$ 18,053,997.64			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	November 14, 2017	Approved	
Agreement:	$ 48,000.00	September 10, 2018	N/A	Plans Review, Permitting & Inspections Services
TOTAL	$ 48,000.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Workshop Presentation:	$0	October 8, 2019	n/a	Witt ES Project Review
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Witt Elementary School
Renovations and Additions

TO: (Contractor): Halfacre Construction Company
7015 Professional Parkway E.
Sarasota, FL 34240

CHANGE ORDER NUMBER: **13**

CHANGE ORDER DATE:

ENGINEER'S PROJECT NO: 1800-01

CONTRACT FOR: General Construction

CONTRACT DATE: April 11, 2018

You are directed to make the following changes in this Contract:

Description:

Deduct the remaining Unforseen Conditions budget to close-out the project.	$ (142,906.80)
Adjust Contractor's Fee for Unused Contingency Fund See BT #38	$ -
Total of Summary	$ (142,906.80)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum) was.....	$ 157,415.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 18,039,489.41
The (Guaranteed Maximum Price) prior to the Change Order was.....	$ 18,196,904.41
The (Guaranteed Maximum Price) will be (decreased) by this Change Order	($142,906.80)
The new (Guaranteed Maximum Price) including this Change Order will be.....	$ 18,053,997.61
The Contract time will be (unchanged) by.....	
The date of Substantial Completion as of the date of the Change Order is.....	August 6, 2021

Williamson Dacar Assoc.	Halfacre Construction Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
15500 Lightwave Dr. (#106)	7015 Professional Parkway E	1 Matzke Way
Clearwater, FL 33760	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 1.26.23	Date: 1/24/23	Date:

AGENDA ITEM NO. 10.10

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Tara Elementary School - Campus Renovation and Addition - Agreement Between Owner and Sweet Sparkman Architects, Inc., Amendment 1, in the Amount of $170,992.00

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Sweet Sparkman Architects, Inc., which will authorize additional architectural, structural, and engineering services for the additional four (4) new classrooms at Tara Elementary School.

Tara Elementary School Campus Renovations and Addition Summary Sheet are attached for reference.

This project does not require an Educational Plant Survey.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Tara Elementary School - Campus Renovations and Addition - Agreement between Owner and Sweet Sparkman Architects, Inc., Amendment 1, in the amount of $170,992.00.

Financial Impact
The amount of Amendment 1 is $170,992.00. The revised fee for Architectural and Engineering Services, including this Amendment 1, is $2,137,071.00. The fee is included in the total budget requirements of $35,259,423.00.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Tara Elementary Renovations Summary Sheet
TAE Campus Renovations AE Amendment 1 & Revised Exhibit

Tara Elementary School - Campus Renovations and Additions

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Sweet Sparkman Architects, Inc.	Selected through the Request for Qualifications
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Selected through the Request for Qualifications
BUILDING OFFICIAL:	TBD	

PROJECT BUDGET:	$	35,259,423.00	(01/26/23) Revised Project Budget
	$	31,449,423.19	(07/27/22) Original Project Budget

HISTORY: Tara Elementary was built in 1992 with 737 permanent student stations and currently has an additional 144 relocatable student stations. A technology retrofit project was completed in 1996, improvements were made to the school's drop off lane in 2007 and chiller replacement in 2009. This project was initiated due to numerous flooding incidents and repeated repairs by Maintenance & Operations.

SCOPE: The Project scope of work includes but is not limited to, a campus-wide renovation and addition. Included in this project are required site improvements, adding four (4) classrooms, improve traffic queuing, roof replacement, cabinetry and millwork as needed, doors and windows, painting, acoustical tile, flooring (VCT and carpet), building signage, plumbing, new mechanical system, upgrade to LED lighting throughout the campus, security upgrades to include fencing and Administration/Reception Areas and removal of portables.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 1,966,079.00	July 26, 2022	Approved	Architectural/Engineering Services
Amendment 1:	$ 170,992.00	February 14, 2023	Pending	Add'l Architectural/Engineering Services
TOTAL	$ 2,137,071.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 74,206.00	July 26, 2022	Approved	Preconstruction Services
TOTAL	$ 74,206.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
	$47,460.00	August 8, 2022	N/A	Building Official
TOTAL	$47,460.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$8,350.00	July 22, 2022	N/A	Asbestos Survey
Agreement:	$41,100.00	October 04, 2022	N/A	Commissioning
Agreement:	$24,000.00	September 20, 2022	N/A	Construction Documentation
Agreement:	$18,900.00	August 02,2022	N/A	Property Survey
TOTAL	$92,350.00			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & ARCHITECT/ENGINEER

Amendment #: **1** **Amendment Date:**

This form is to be used for any revision to the established contract provisions.

Project Name: Tara Elementary School Renovations
Architect/Engineer: Sweet Sparkman Architects, Inc.
Architect/Engineer Address: 1819 Main Street, Suite 400
Sarasota, FL 34236

The work is as follows: Additional services to add four (4) new classrooms to Tara Elementary School to be placed between Buildings #1 and #2

This amendment is to be attached to and become a part of the subject agreement and in no other way alters terms and conditions thereof.

Amount of Amendment: $ 170,992.00
Previous Amount of Contract: $1,966,079.00
New Total Amount of Contract: $2,137,071.00

ARCHITECT/ENGINEER:

By: _____ By: n/a

Name/Title: Todd M. Sweet / Principal Name/Title: _____

As Witnessed:

_____ Sweet Sparkman Architects, Inc.
(Name of Corporation)

(Corporate Seal)

Sweet Sparkman Architects, Inc. CORPORATE SEAL 2002 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

O:\Projects\@2022-Projects\22674_SDMC - Tara Elementary\00 Project Initiation\03 Agreements\03.3 Add Service Agreements\AddService_1_Description_yr.mo.da\22674_Amendment_1_230130.docx

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

SWEET SPARKMAN ARCHITECTS, INC. **November 28, 2022**

Authorization Statement
For Scope of Professional Services

ORDERED BY:	John R. Williams, AIA Project Director, Department of Construction Services School District of Manatee County 1 Matzke Way, Building #7 Bradenton, FL 34208
PROJECT:	Tara Elementary School Renovations 6950 Linger Lodge Rd. Bradenton, Florida 34203 Architect Project No.: 22674
DESCRIPTION OF WORK:	Additional services to add four (4) new classrooms as shown in Exhibit A. Additional services will include architecture as well as structural and MEPFP engineering.
FEE BASIS:	Lump sum fee in the amount of one hundred and seventy thousand nine hundred and ninety dollars (**$170,992.00**)
TERMS:	Terms and Conditions shall be in accordance with the Agreement between Owner (School District of Manatee County) and Architect/Engineer (Sweet Sparkman Architects, Inc.) for Tara Elementary School Renovations dated July 27, 2022.
APPROVED AND ACCEPTED BY:	**School District of Manatee Co, Department of Construction Services** Authorized Signatory

_____
Signature Date

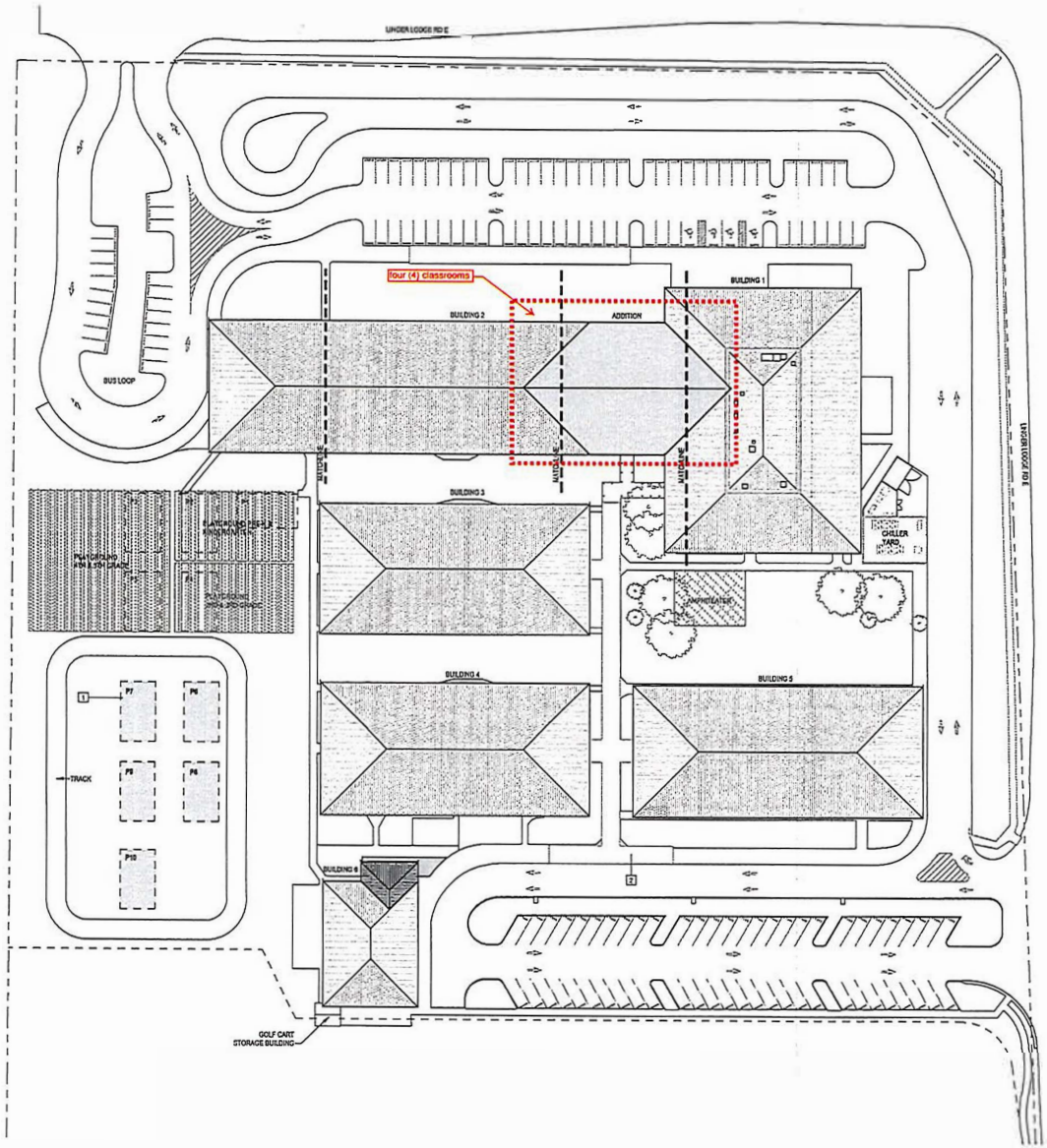
Sweet Sparkman Architects, Inc.
Todd M. Sweet, AIA, LEED AP



11/28/22

_____
Signature Date

EXHIBIT A



1 SITE PLAN - ROOF
1" = 40'-0"

SHEET NOTES

X — NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW

1	SDMC TO PROCURE FIVE ADDITIONAL PORTABLES TO USE DURING CONSTRUCTION FOR RELOCATING STUDENTS.
2	EXTERIOR WALKWAY CANOPY TO BE REPAINTED

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

NOT FOR CONSTRUCTION

PROJECT TITLE: TARA ELEMENTARY SCHOOL ADDITION / RENOVATION
6320 LONGER LODGE RD E, BRADENTON, FL 34203

ISSUED FOR: SCHEMATIC DESIGN
11/28/2022

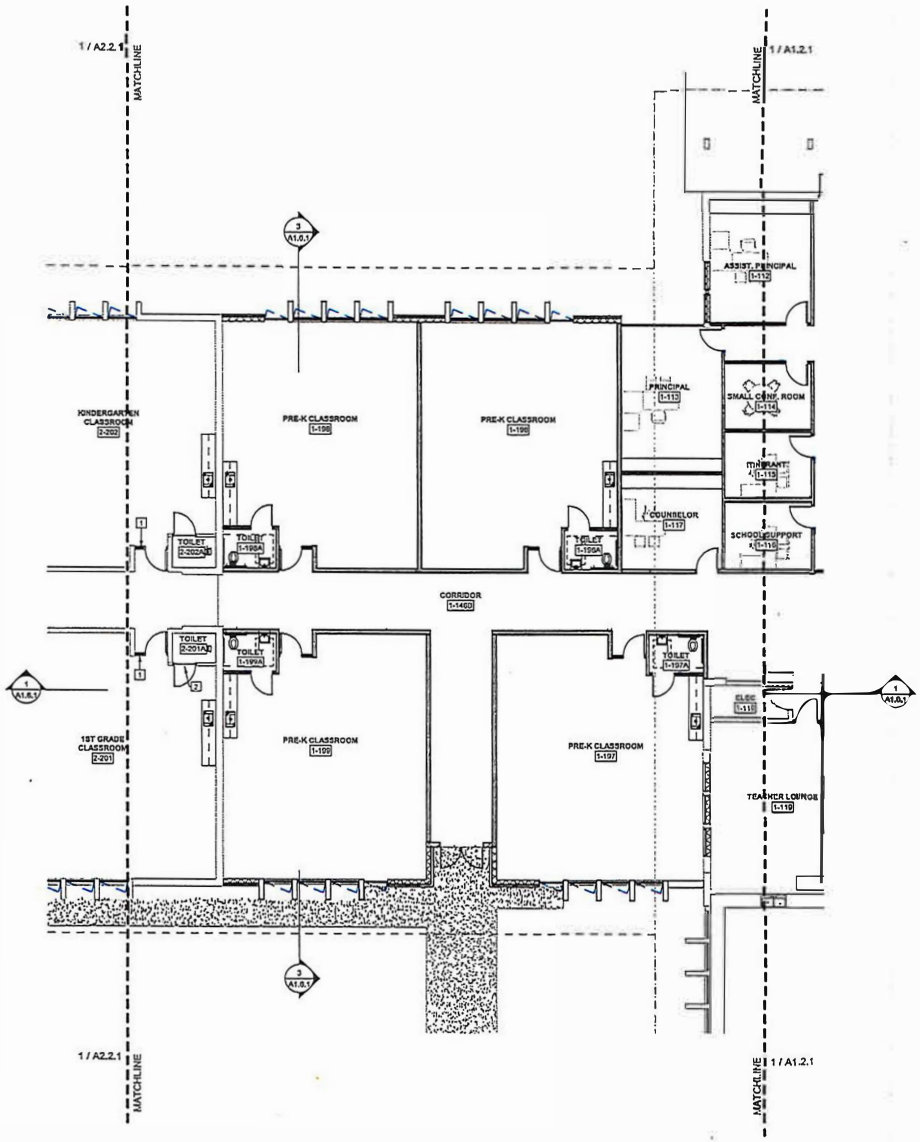
REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE: As indicated
PROJECT MANAGER: AL
DRAWN BY: GV, ON, CN
A/E OF RECORD: JD
PROJECT NO: 22674
SHEET TITLE: ARCHITECTURAL SITE PLAN

SHEET No.: A1.1.0

EXHIBIT A

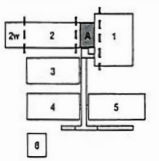


1 BLDG 1 - FLOOR PLAN ADDITION
1/8" = 1'-0"

SHEET NOTES:

X — NUMBERED NOTES SHOWN IN DRAWINGS ON THIS SHEET APPLY ONLY TO THE NUMBERED NOTES IN THE TABLE BELOW

1	REPLACE DOOR PANEL & HARDWARE ONLY. FRAME & SIDELITE SHALL REMAIN, STRIP, SAND, REFINISH & REPAINT EXISTING FRAME.
2	STRIP & PREPARE EXISTING DOOR FRAME HINGE DEPRESSIONS FOR OPPOSITE DIRECTION DOOR SWING & REPAINT, REFER TO DOOR SCHEDULE FOR DOOR PANEL REPLACEMENT.



N KEY PLAN
N.T.S

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

N

NOT FOR CONSTRUCTION

PROJECT TITLE: TARA ELEMENTARY SCHOOL ADDITION / RENOVATION
6560 LYNCH LODGE RD E., BRADENTON, FL 34203

ISSUED FOR: SCHEMATIC DESIGN 11/28/2022

REV	DESCRIPTION	DATE

GRAPHIC SCALE: 0" 1"

SCALE:	1/8" = 1'-0"
PROJECT MANAGER:	AL
DRAWN BY:	GV, OM, CM
A/E OF RECORD:	JB
PROJECT NO:	22074
SHEET TITLE:	BLDG 1 - FLOOR PLAN ADDITION
SHEET No.:	A1.2.1a

AGENDA ITEM NO. 10.11

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Braden River Middle School - Renovations and Addition - Change Orders 3 and 4 - Agreement Between Owner and NDC Construction Company, Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $13,786.63

Executive Summary
The purpose of the requested action is to modify the Guaranteed Maximum Price (GMP) by the amounts of Change Orders 3 & 4 to reflect the reconciliation of material cost estimates to the actual Direct Material expenditures. Unspent funds and associated sales tax are returned to the Construction Manager (CM).

Braden River Middle School Renovations and Addition Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Braden River Middle School - Renovations and Addition - Change Orders 3 and 4 - Agreement between Owner and NDC Construction Company, return of unspent Direct Material Purchase (DMP) Funds in the amount of $13,786.63.

Financial Impact
The amount of Change Order 3 is $12,966.38, and the amount of Change Order 4 is $820.25. The revised Guaranteed Maximum Price is $18,364,410.01 and is included in the current total project budget of $26,000,000.00. The project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
BRMS Reno & Addn CO 3 & 4
Braden River MS Renovation & Addition Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: BRMS Reno & Addition
6215 River Club Blvd
Bradenton, Florida 34202

TO (Contractor):
NDC Construction Company
1001 3rd Avenue West, Suite 600
Bradenton, FL 34205

CHANGE ORDER NUMBER: #03

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 03/24/20

You are directed to make the following changes in this Contract:

Reconciliation of the following Material per the Direct Material Purchase Program:

Description	Vendor	SBMC Purchase Order #		Value
Unused Direct Materials Purchase (Material):	All Phase Electric & Maintenance (Graybar Electric Co. Inc.)	00051360	$	207.42 ✓
Unused Direct Materials Purchase (Material):	LT Plumbing, LLC (Hydrologic Distribution Company)	00052096	$	1,033.94 ✓
Unused Direct Materials Purchase (Material):	Sutter Roofing Company (Seaman Corp.)	00054091	$	4,212.28 ✓
Unused Direct Materials Purchase (Material):	Brann and Associates Inc (Dal-Tile Distribution, Inc.)	00052097	$	177.04 ✓
Unused Direct Materials Purchase (Material):	Ogden Brothers (Oldcastle APG South / Coastal)	00049239	$	149.63 ✓
Unused Direct Materials Purchase (Material):	Dana Site Dev. & Paving, Inc. (Ferguson Waterworks)	00068434	$	7,186.07 ✓
Total of Summary			$	12,966.38

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement hereWith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was.....	$95,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 18,255,623.36
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$18,350,623.36
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (increased)(~~decreased~~)(~~unchanged~~) by this Change Order.....	$ 12,966.38
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$18,363,589.76
The Contract Time will be (~~increased~~)(~~decreased~~)(unchanged) by.....	(0) Days
The date of Substantial Completion as of the date of the Change Order is.....	November 2022

Long & Associates, Architects/Engineers, Inc.	NDC Construction Company	School Board of Manatee County
Architect	Construction Manager	Owner
4525 S Manhattan Ave	1001 3rd Ave W, Suite 600	1 Mauke Way
Tampa, FL 33611-2305	Bradenton, FL 34205	Bradenton, FL 34209
By:	By:	By:
Date: 1/19/23	Date: 1/19/2023	Date:

RG 02/01/2023

WFH 02/01/2023

Signature: Reginald Goff (Feb 1, 2023 10:56 EST)

Email: goffr@manateeschools.net

Signature: William Horton (Feb 1, 2023 11:14 EST)

Email: hortonw@manateeschools.net

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: BRMS Reno & Addition
6215 River Club Blvd
Bradenton, Florida 34202

TO (Contractor):
NDC Construction Company
1001 3rd Avenue West, Suite 600
Bradenton, FL 34205

CHANGE ORDER NUMBER: #04

CHANGE ORDER DATE:

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

CONTRACT DATE: 03/24/20

You are directed to make the following changes in this Contract:

Reconciliation of the following Sales Tax per the Direct Material Purchase Program:

Description	Vendor	SBMC Purchase Order #		Value
Unused Direct Materials Purchase (Tax Savings):	All Phase Electric & Maintenance (Graybar Electric Co. Inc.)	00051368	$	12.44 ✓
Unused Direct Materials Purchase (Tax Savings):	LT Plumbing, LLC (Hydrologic Distribution Company)	00052096	$	62.02 ✓
Unused Direct Materials Purchase (Tax Savings):	Sutter Roofing Company (Seaman Corp.)	00054091	$	252.73 ✓
Unused Direct Materials Purchase (Tax Savings):	Bram and Associates Inc (Dal-Tile Distribution, Inc.)	00052097	$	52.92 ✓
Unused Direct Materials Purchase (Tax Savings):	Ogden Brothers (Oldcastle APG South / Coastal)	00049239	$	8.98 ✓
Unused Direct Materials Purchase (Tax Savings):	Dana Site Dev. & Paving, Inc. (Ferguson Waterworks)	00068434	$	431.16 ✓
Total of Summary			$	820.25

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was.....		$95,000.00
Net Changes by previously authorized Change Orders and/or Amendments.....		$ 16,268,589.76
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....		$16,363,589.76
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (increased)(~~decreased~~)(~~unchanged~~) by this Change Order.....		$ 820.25
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....		$16,364,410.01
The Contract time will be (increased)(~~decreased~~)(unchanged) by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		November 2022

Long & Associates, Architects/Engineers, Inc.	NDC Construction Company	School Board of Manatee County
Architect	Construction Manager	Owner
4525 S Manhattan Ave	1001 3rd Ave W, Suite 600	1 Haltzke Way
Tampa, FL 33611-2305	Bradenton, FL 34205	Bradenton, FL 34208
By:	By:	By:
Date: 1/19/23	Date: 1/19/2023	Date:

RG 02/01/2023

WFH 02/01/2023

Braden River Middle School Renovations & Addition Project

PROJECT DIRECTOR:	Reginald L. Goff, Sr.	
ARCHITECT/ENGINEER:	Long & Associates	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	NDC Construction Co.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas	Selected through the Request for Qualifications process
PROJECT BUDGET:	$26,000,000.00	Original BRMS Project Budget

HISTORY: The school, with approximately 1150 student stations, was constructed in 1991. In 1998, the school underwent a technology retrofit. New chillers and HVAC upgrades were completed in 2008. In 2009, interior and exterior walls were repainted, sealants replaced and walkway covers were repaired. Water intrusion repairs are being completed as necessary.

SCOPE: The scope of the work will include a campus-wide heating ventilation/air conditioning (HVAC) renovation which includes new ductwork, HVAC equipment and controls, lighting, fire alarm, phone system, ceilings, flooring, painting, exterior doors and hardware; reconfiguring the front office and media center for increased efficiency and security; renovating the science labs to science technology labs; expanding the cafeteria, windows in serving line walls; re-roof buildings 1-6 restroom renovations in buildings 1, 2, 4 & 6; expanding the drop-off queuing line; and construction of a new 6 classroom wing addition. Additional Services required for the design of a new fire line from River Club Road to the existing BRMS Buildings 1-6. Included in design of the fire line connection to the existing public water main along the east side of the River Club Road Right-of-Way to within 5 feet of the exterior of the existing buildings. This work is funded by transfer from Owner Services to Architectural Services and does not exceed Board approved Project Budget.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	1,599,744.00	March 24, 2020	Approved	Architectural/Engineering Services
Phase I Plans:	$0	August 11, 2020	Approved	Schematic Design
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Amendment 1:	169,884.00	September 8, 2020	Approved	Add'l Arch/Eng Services
Phase II Plans:	$0	September 22, 2020	Approved	Design Development
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Phase III Plans:	$0	February 23, 2021	Approved	Construction Documents
Amendment 2:	15,000.00	September 28, 2021	Approved	Additional Services
TOTAL	**1,784,628.00**			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	February 11, 2020	Approved	
Agreement:	95,000.00	March 24, 2020	Approved	Pre-Construction Services
Letter of Commitment:	$0	August 11, 2020	Approved	Second Letter
Letter of Commitment:	$0	September 22, 2020	Approved	Third Letter
Amendment 1:	20,097,431.00	February 23, 2021	Approved	Guaranteed Maximum Price
Amendment 2:	590,129.00	September 28, 2021	Approved	Additional Scope
Change Orders 1 & 2:	(2,431,936.62)	April 12, 2022	Approved	Deduct Direct Materials & Sales Tax Saving
Change Orders 3 & 4:	13,786.63	February 14, 2023	Pending	Direct Materials & Sales Tax Savings Reconciliation
TOTAL	**18,364,410.01**			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	June 23, 2020	Approved	
Agreement:	85,860.00	August 11, 2020	Approved	Plans Review & Permitting Services
TOTAL	$85,860.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Workshop:	$0.00	August 11, 2020	n/a	Schematic Design Presentation
Workshop:	$0.00	September 22, 2020	n/a	Design Development Presentation
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Relocatables
Easement:	$0.00	April 13, 2021	Approved	PRECO Utilities 30' Bldg 8
TOTAL	$0.00			

AGENDA ITEM NO. 10.12

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Buffalo Creek Middle School - Classroom Wing and Media Addition - Change Orders 1 and 2 - Agreement Between Owner and Skanska USA Building, Inc., Reduction in the Amount of $1,857,537.12

Executive Summary
The purpose of the requested action is to approve Change Orders 1 and 2 to the Agreement between Owner and Skanska USA Building, Inc., which will reduce the Guaranteed Maximum Price (GMP) for materials estimated to be purchased under the Direct Materials Purchase program in order to save sales tax.

Buffalo Creek Middle School Classroom Wing and Media Addition Summary Sheet is attached for reference.

This project is not required to be included in the Educational Plant Survey.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Buffalo Creek Middle School – Classroom Wing and Media Addition - Change Orders 1 and 2 - agreement between Owner and Skanska USA Building, Inc., reduction in the amount of $1,857,537.12.

Financial Impact
The amount of Change Order 1 is ($1,751,340.10), and the amount of Change Order 2 is ($106,197.02). The revised Guaranteed Maximum Price is $8,949,024.88 and is included in the total project budget of $13,087,561.00. The project is funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Buffalo Creek MS Change Orders 1 & 2
Buffalo Creek MS Summary Sheet

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Buffalo Creek MS New Addition and Renovation

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

TO: (Contractor): Skanska USA Building
400 N Ashley Dr Suite 400
Tampa, FL 33602

ARCHITECT'S PROJECT NO: 2132

CONTRACT FOR: General Construction

CONTRACT DATE: June 22, 2021

You are directed to make the following changes in this Contract:

Direct Material Purchase - Seaman Corporation (Materials)	PO #00077570	$ (168,698.43)
Direct Material Purchase - Cast Systems, LLC (Materials)	PO #00077569	$ (9,377.19)
Direct Material Purchase - County Materials (Materials)	PO #00077624	$ (30,262.00)
Direct Material Purchase - Cemex (Materials)	PO #00080460	$ (86,930.00)
Direct Material Purchase - Ferguson Enterprises, LLC (Materials)	PO #00077568	$ (44,111.94)
Direct Material Purchase - WhiteCap (Materials)	PO #00081093	$ (33,000.00)
Direct Material Purchase - Alarm & Communication Systems, Inc (Materials)	PO #00079514	$ (102,604.89)
Direct Material Purchase - Commercial Fire and Communications (Materials)	PO #00080407	$ (22,865.00)
Direct Material Purchase - Graybar (Materials)	PO #00080690	$ (210,790.83)
Direct Material Purchase - Jasper Thompson Lightning Protection (Materials)	PO #00079513	$ (13,100.00)
Direct Material Purchase - Carroll Air Systems (Materials)	PO #00086015	$ (24,522.00)
Direct Material Purchase - YKK (Materials)	PO #00083154	$ (82,592.00)
Direct Material Purchase - Foundation Building Material (Materials)	PO #00083157	$ (40,466.64)
Direct Material Purchase - Quality Fabrication & Supply (Materials)	PO #00083682	$ (21,295.00)
Direct Material Purchase - Maschmeyer (Materials)	PO #00083704	$ (35,670.52)
Direct Material Purchase - Old Castle (Materials)	PO #00083543	$ (48,110.62)
Direct Material Purchase - Rosen Material (Materials)	PO #00083942	$ (112,002.79)
Direct Material Purchase - Advanced Impact Technologies (Materials)	PO #00085001	$ (25,440.00)
Direct Material Purchase - Interface Amercas Inc (Materials	PO #00085515	$ (64,750.77)
Direct Material Purchase - Ferguson Enterprises, LLC (Materials)	PO #00085693	$ (28,472.95)
Direct Material Purchase - Dal-Tile Distribution Inc (Materials)	PO #00085514	$ (6,156.53)
Direct Material Purchase - Energy Task Force (Materials)	PO #00085694	$ (24,640.00)
Direct Material Purchase - Daikin (Materials)	PO #00086427	$ (36,100.00)
Direct Material Purchase - Dura-Stress	PO #00086426	$ (444,380.00)
Direct Material Purchase - Sherwin Williams (Materials)	PO #00086595	$ (35,000.00)
	Total of Summary	$ (1,751,340.10)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum) ~~(Guaranteed Maximum Price)~~ was.....	$ 34,020.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ 10,772,542.00
The ~~(Contract Sum)~~ (Guaranteed Maximum Price) prior to the Change Order was.....	$ 10,806,562.00
The ~~(Contract Sum)~~ (Guaranteed Maximum Price) will be (increased)(decreased)(unchanged) by this Change Order.....	-$1,751,340.10
The new ~~(Contract Sum)~~ (Guaranteed Maximum Price) including this Change Order will be.....	$ 9,055,221.90
The Contract time will be ~~(increased)(decreased)~~ (unchanged) by.....	Oct-23
The date of Substantial Completion as of the date of the Change Order is.....	

Zyscovich, Inc.	Skanska USA Building	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
550 N. Reo Street, Suite 300	400 N Ashley Dr. Suite 400	1 Metzke Way
Tampa, FL 33609	Tampa, FL 33602	Bradenton, FL 34208
By:	By: Emily Boyd	By:
Date: 01/27/2023	Date: 1/27/23	Date:

RG 01/31/2023

WFH 02/01/2023

Signature: Reginald Goff (Feb 1, 2023 16:22 EST)
Email: goffr@manateeschools.net

Signature: William Horton (Feb 1, 2023 08:09 EST)
Email: hortonw@manateeschools.net

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Buffalo Creek MS New Addition and Renovation

CHANGE ORDER NUMBER: 2
CHANGE ORDER DATE:
ARCHITECT'S PROJECT NO: 2132
CONTRACT FOR: General Construction
CONTRACT DATE: June 22, 2021

TO: (Contractor): Skanska USA Building
400 N Ashley Dr Suite 400
Tampa, FL 33602

You are directed to make the following changes in this Contract:

Direct Material Purchase - Seaman Corporation (Tax Savings)	PO #00077570	$ (10,171.91)
Direct Material Purchase - Cast Systems, LLC (Tax Savings)	PO #00077569	$ (612.63)
Direct Material Purchase - County Materials (Tax Savings)	PO #00077624	$ (1,865.72)
Direct Material Purchase - Cemex (Tax Savings)	PO #00080480	$ (5,265.80)
Direct Material Purchase - Ferguson Enterprises, LLC (Tax Savings)	PO #00077568	$ (2,696.72)
Direct Material Purchase - WhiteCap (Tax Savings)	PO #00081093	$ (2,030.00)
Direct Material Purchase - Alarm & Communication Systems, Inc (Tax Savings)	PO #00079514	$ (6,206.29)
Direct Material Purchase - Commercial Fire and Communications (Tax Savings)	PO #00080407	$ (1,421.90)
Direct Material Purchase - Graybar (Tax Savings)	PO #00080690	$ (12,697.45)
Direct Material Purchase - Jasper Thompson Lightning Protection (Tax Savings)	PO #00079513	$ (836.00)
Direct Material Purchase - Carroll Air Systems (Tax Savings)	PO #00086015	$ (1,521.32)
Direct Material Purchase - YKK (Tax Savings)	PO #00083154	$ (5,005.52)
Direct Material Purchase - Foundation Building Material (Tax Savings)	PO #00083157	$ (2,478.00)
Direct Material Purchase - Quality Fabrication & Supply (Tax Savings)	PO #00083682	$ (1,327.70)
Direct Material Purchase - Maschmeyer (Tax Savings)	PO #00083704	$ (2,190.23)
Direct Material Purchase - Old Castle (Tax Savings)	PO #00083543	$ (2,936.64)
Direct Material Purchase - Rosen Material (Tax Savings)	PO #00083942	$ (6,770.17)
Direct Material Purchase - Advanced Impact Technologies (Tax Savings)	PO #00085001	$ (1,576.40)
Direct Material Purchase - Interface Americas Inc (Tax Savings)	PO #00085515	$ (3,817.56)
Direct Material Purchase - Ferguson Enterprises, LLC (Tax Savings)	PO #00085693	$ (1,758.38)
Direct Material Purchase - Dal-Tile Distribution Inc (Tax Savings)	PO #00085514	$ (403.48)
Direct Material Purchase - Energy Task Force (Tax Savings)	PO #00085694	$ (1,528.40)
Direct Material Purchase - Daikin (Tax Savings)	PO #00086427	$ (2,216.00)
Direct Material Purchase - Dura-Stress (Tax Savings)	PO #00086426	$ (26,712.80)
Direct Material Purchase - Sherwin Williams (Tax Savings)	PO #00086595	$ (2,150.00)
	Total of Summary	$ (106,197.02)

Not valid until signed by both the Owner and Architect.
Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Time.

The original (Contract Sum)(~~Guaranteed Maximum Price~~) was	$ 34,020.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 9,021,201.90
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was	$ 9,055,221.90
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)(decreased)(~~unchanged~~) by this Change Order	-$106,197.02
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be	$ 8,949,024.88
The Contract time will be (~~increased~~)(~~decreased~~)(unchanged) by	Oct-23
The date of Substantial Completion as of the date of the Change Order is	

Zyscovich, Inc.	Skanska USA Building	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
550 N. Reo Street, Suite 300	400 N Ashley Dr. Suite 400	1 Matzke Way
Tampa, FL 33609	Tampa, FL 33602	Bradenton, FL 34208
By:	By: Emily Hayd	By:
Date: 01/27/2023	Date: 1/27/23	Date:

RG 01/31/2023

WFH 02/01/2023

Buffalo Creek MS Classroom Wing and Media Addition

PROJECT DIRECTOR: Reginald L. Goff

ARCHITECT/ENGINEER:	Zyscovich, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Skanska USA Building, Inc.	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Selected through the Request for Qualifications process
PROJECT BUDGET:	$12,000,000.00	(06/22/21) Original Project Budget
	$13,087,561.00	(06/14/22) Partial GMP

HISTORY: Buffalo Creek Middle School is located at 7320 69th St. E., Palmetto and was constructed in 2005 with approximately 1,151 total student stations adjacent to the Virgil Mills Elementary School.

SCOPE: Construction of a new eight (8) classroom wing addition, new media center, repurposing the existing media center to three (3) classroom labs and all the improvements required for this project completion on the existing site. A two story masonry, brick, and stucco veneer building containing a media center and eight classrooms, the existing media center repurposed into three classroom labs and all improvements required for a functioning environment for grades six through eight.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Not Required

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	May 11, 2021	Approved	Selection Process
Agreement:	$ 863,870.00	June 22, 2021	Approved	Architectural / Engineering Services
Phase I Plans:	$0.00	January 11, 2022	Approved	Schematic Design
Letter of Commitment:	$0.00	January 11, 2022	Approved	AE second Letter of Commitment
Phase II Plans:	$0.00	June 14, 2022	Approved	Design Development
Letter of Commitment:	$0.00	June 14, 2022	Approved	AE Third Letter of Commitment
TOTAL	**$863,870.00**			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	May 11, 2021	Approved	Selection Process
Agreement:	$ 34,020.00	June 22, 2021	Approved	Pre-Construction Services
Letter of Commitment:	$0.00	January 11, 2022	Approved	CM second Letter of Commitment - Schematic Design
Amendment 1:	$ 332,761.00	April 12, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 1
Amendment 2:	1,399,095.00	June 14, 2022	Approved	Partial Guaranteed Maximum Price - Amendment 2
Letter of Commitment:	$0.00	June 14, 2022	Approved	CM Third Letter of Commitment - Design Development
Amendment 3:	$9,040,686.00	July 26, 2022	Approved	Guaranteed Maximum Price - Amendment 3
Change Orders 1 & 2:	-$1,857,537.12	February 14, 2023	Pending	Deduct Direct Materials & Sales Tax Savings
TOTAL	**$8,949,024.88**			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:				
Agreement:	$ 58,268.00	June 14, 2022	Approved	Plans Review & Permitting Services
TOTAL				

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$0.00			
TOTAL	$ -			

AGENDA ITEM NO. 10.13

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Authorization to Negotiate - Construction Manager Parrish Community High School Classroom Addition New Building 8

Executive Summary
The purpose of the requested action is to accept the rankings of the Selection Committee and authorize staff to begin negotiations for Construction Management At-Risk Services (CM) with the highest-ranked firm.

Dates of Advertisement: October 16, 2022, October 23, 2022, and October 30, 2022
Date of Final Evaluation: January 19, 2023

Ranking of Interviewed Firms:
Number One Firm: Williams Construction
Number Two Firm: Core Construction
Number Three Firm: The AD Morgan Corporation
Number Four Firm: Walbridge Aldinger LLC

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends authorization to negotiate - Construction Manager Parrish Community High School classroom addition New Building 8.

Financial Impact
There is no financial impact.

Contact
Submitting Departments: Purchasing, Construction Services Department
Initiated By: Bill Horton and Ruth Gruett

Attachments:
PCHS CM INTERVIEW-FINAL RANKING

FINAL EVALUATION

REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGEMENT at RISK

PARRISH COMMUNITY HIGH SCHOOL CLASSROOM ADDITION NEW BUILDING 8

Interviews/Final Evaluation Committee Meeting January 19, 2023, 9:00 AM

Interviews/Final Ranking REQUEST FOR QUALIFICATIONS CONSTRUCTION MANAGEMENT at RISK

PARRISH COMMUNITY HIGH SCHOOL CLASSROOM ADDITION NEW BUILDING 8

Submittals Due: November 7, 2022 at 12:00 p.m.,

Responding Firm	Ordinal Rank
Williams Company	1
Core Construction	2
The A.D. Morgan Corporation	3
Walbridge Aldinger	4

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

AGENDA ITEM NO. 10.14

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Manatee High School - Grandstands and Parking - Substantial Completion, No Financial Impact

Executive Summary
The purpose of the requested action is to acknowledge acceptance of the Manatee High School - Grandstands and Parking - Substantial Completion on August 17, 2022.

Substantial Completion is defined as the facility being sufficiently completed so that it can be utilized for its intended purpose. Substantial Completion Certification requires Board approval. There is no fiscal impact or additional budget requirement for the Board to acknowledge that the project is Substantially Completed.

Manatee High School - Grandstands and Parking Summary Sheet is attached for reference.

This project is included in the Educational Plant Survey 5.1.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of Manatee High School - Grandstands and Parking - Substantial Completion, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
MHS Grandstands and Parking Summary Sheet
Manatee High School - Grandstands and Lighting Substantial Completion

Manatee High School Grandstands and Parking Renovation 2021

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Williamson Dacar & Associates, Inc.	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	DMK Associates, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $3,000,000.00 (01/26/21) Original Project Budget

HISTORY: Manatee High School was reconstructed beginning in 1997. The school contains 2753 student stations and is located on a site of approximately 32 acres. In June 2020 a structural analysis of the football stadium grandstand seating was conducted by Maintenance and Operations. This assessment resulted in the recommendation of a capital project which was funded and approved by the Board on October 27, 2020. The District purchased lots adjacent to Manatee High School between 2007 and 2010 for future campus expansion.

SCOPE: The project will include, but is not limited to, the evaluation, design and renovation of the football stadium grandstand seating and the evaluation, design and construction of two new parking lots on the west side of the campus.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$228,695.00	January 26, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$0.00	June 22, 2021	Approved	Construction Documents
TOTAL	$228,695.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$9,126.00	February 9, 2021	Approved	Pre-Construction Services
Amendment 1:	$2,413,514.00	June 22, 2021	Approved	Guaranteed Maximum Price (GMP)
Amendment 2:	$502,092.00	April 12, 2022	Approved	Amendment 2 Guaranteed Maximum Price (GMP)
Change Order 1:	($195,355.00)	December 13, 2022	Approved	Direct Materials Purchase
Change Order 2:	($11,308.10)	December 13, 2022	Approved	Sales Tax Savings
Change Order 3:	($222,349.10)	January 24, 2023	Pending	Final Change Order
Substantial Completion:	$0.00	February 14, 2023	Pending	Substantial Completion 08/17/22
TOTAL	$2,495,719.80			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$0.00	October 27, 2020	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 33,000.00	April 01,2021	Not Required	Currently on the District's Continuing Contracts List
TOTAL	$ 33,000.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Easements:	$0	Date		
Utility Connections:	$0	Date		
Utility Agreements:	$0	Date		
Interlocal Agrmts:	$0	Date		
TOTAL	$0.00			

SUBSTANTIAL COMPLETION

Project: Manatee High School Grandstands & Parking
Location: 902 33rd St. Ct.W
Bradenton, Fl. 34205

Project Number: CON 000000000146

Contract Date: 1/26/21

Owner: School Board of Manatee County
c/o Dept of Construction Services
1 Matzke Way
Bradenton, FL 34208

AE: Williamson Design Associates
2605 Enterprise Rd. Suite 200
Clearwater Fl. 33759

CM: Creative Contractors, Inc.
101 Creative Way
Clearwater Fl. 33759

Date of Issuance: 8/17/22

Project or Designated Portion shall include:

Amendment #2 for the Grandstand & Parking for the new Grandstand Lighting system.

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as:

17-Aug-22

which is also the date of commencement of applicable warranties required by the Contract Documents except as stated below:

N/A

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

Williamson Design Assoc. — ARCHITECTURAL FIRM — BY — 8/17/23 DATE

The Contractor will complete or correct the Work on the list of items attached hereto within ( ) _____ days from the above date of Substantial Completion.

Creative Contractors, Inc. — CONTRACTOR — BY Jerry Siminski. CCO — 8/17/23 DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at ___ 5:00pm on 8-Aug-22

SCHOOL BOARD OF MANATEE COUNTY — OWNER — BY _____ — DATE _____

The CM shall provide security, maintenance, utilities, repairs to damage to the Work and insurance until completion of the attached punchlist(s). If there are no punchlist(s) attached, the Owner will assume these items at the SC date.

AGENDA ITEM NO. 10.15

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of Hillsborough County Public Schools Bid 20178-DST-IV: CCTV-LAN Cabling Services, Estimated in the Amount of $350,000.00 Annually

Executive Summary
The Hillsborough Public County School Board issued bid 20178-DST-IV: CCTV-LAN Cabling Service. This bid will be used to secure licensed companies to repair or install wiring for data and/or phone on an as-needed basis for departments and schools throughout the District.

The initial term of the Hillsborough Public County School bid is for one year, with four 1-year renewals. The contract was approved by the Hillsborough Public County School board on February 9, 2021. The vendors have agreed to extend the same terms to the School District of Manatee County as the Hillsborough Public County School Board bid.

Copies of the bid specifications and pricing are on file in the Purchasing Department.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

The School Board of Hillsborough County Public Schools awarded their bid to T-Solutions Corp., K-Tech Solutions LLC and Advanced Cable Connection, Inc.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Ready To Grow | Goal 7
Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens

Recommendation
The Superintendent recommends approval of the use of Hillsborough County Public Schools Bid 20178-DST-IV: CCTV-LAN Cabling Services, estimated in the amount of $350,000.00 annually.

Financial Impact
The estimated cost to implement this agenda item will not exceed $350,000.00 annually. This annually estimated expenditure will be funded from the capital budget and is included in the various schools and departments approved budgets for 2022-2023 and proposed budgets for 2023-2024.

Contact
Submitting Departments: IT and Purchasing
Initiated By: Scott Hansen and Ruth Gruett

AGENDA ITEM NO. 10.16

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the items be disposed.

School Board of Manatee County Policy 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present Cost Center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District tangible personal property greater than $5,000.00.

Financial Impact
The remaining net book value of $20,125.11 will be removed from the property records. All revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Surplus List - 2-14-23

Tag Number	Descr	Serial ID	Acq Date	Tran Amt	NBV	Comment
184055	INTERCOM BOGEN MULTICOM 2000	4186	2/2/2006	$ 23,843.00	$ -	OBSOLETE
192579	OVEN GARLAND MASTER 200	702100233580	5/31/2007	$ 19,123.40	$ -	UNECONOMICAL TO REPAIR, AUCTION
200730	TELEPHONE SYSTEM ESI		2/25/2008	$ 41,244.00	$ -	OBSOLETE
227870	DISHWASHER HOBART CLPS66E7	851077120	6/21/2011	$ 27,015.96	$ -	OBSOLETE, BUILT INTO OLD SUGG BLDG
244612	COOLER/FREEZER BROWN WALK-IN	82579-1	8/12/2014	$ 23,995.00	$ 12,235.12	OBSOLETE, BUILT INTO OLD SUGG BLDG
274979	SIGN MARQUEE - SUGG		10/20/2014	$ 5,765.20	$ -	OBSOLETE
279398	STEAMER CLEVELAND 24CGM200	1504230001370	9/11/2015	$ 16,395.00	$ -	UNECONOMICAL TO REPAIR, AUCTION
291671	COPIER SHARP MXM565N B&W	65013281	4/15/2016	$ 5,178.38	$ -	UNECONOMICAL TO REPAIR, AUCTION
292594	SECURITY SYSTEM VIVOTEK PTZ IP		11/17/2016	$ 54,225.00	$ 6,088.53	USED FOR PARTS
303520	BOARD PROMETHEAN ACTIVWALL 102	L1612090012	10/18/2017	$ 5,579.07	$ -	OBSOLETE
303521	BOARD PROMETHEAN ACTIVWALL 135	L1609020036	11/15/2017	$ 7,256.48	$ -	OBSOLETE
310019	CAMERA VIVOTEK SECURITY		6/20/2018	$ 5,404.42	$ 1,801.46	USED FOR PARTS
				$ 235,024.91	$ 20,125.11	

AGENDA ITEM NO. 10.17

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Dispose of District Vehicles

Executive Summary
Schools and departments have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts or stolen, and have requested the times be disposed of.

School Board of Manatee County Policy No 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present cost center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following; sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver, or abandonment at a public landfill.

Busses 576, 577, 578, and 579 will be destroyed in accordance with the State of Florida Department of Environmental Protection's Electric School Bus Grant Program, previously approved by the Board at the May 24, 2022 Meeting.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 4
Maximize the energy efficiency and management of our facilities to remain sustainable and financially responsible

Recommendation
The Superintendent recommends approval of request to declare surplus and dispose of District vehicles.

Financial Impact
All property is fully depreciated. Any revenue generated through auction and/or recycling will be placed in the District's General Fund.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
EV Bus Grant Disposal
Titles-576-577-578-579

Unit No.	Model Year	Manufacturer	Vehicle Information	VIN	Capacity	Engine	Trans	Mileage	Reason	Notes
579	2006	International	School bus	4DRBUAANX6A182799	84	Diesel	Auto	221,511	EV Grant	to be destroyed
576	2006	International	School bus	4DRBUAAN56A197789	84	Diesel	Auto	198,521	EV Grant	to be destroyed
577	2006	International	School bus	4DRBUAAN16A197790	84	Diesel	Auto	212,334	EV Grant	to be destroyed
578	2006	International	School bus	4DRBUAAN36A197791	84	Diesel	Auto	207,551	EV Grant	to be destroyed

A11409

STATE OF FLORIDA

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
4DRBUAANX6A182799	2006	ICCO		BU	26000		92782383

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

03/30/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

#579

MAIL TO:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
4DRBUAANX6A182799	2006	ICCO		BU	26000		92782383

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N					PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
1052 MILES 03/21/2005 ACTUAL			03/30/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED
BY _____
TITLE _____ DATE _____

1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

CARL A. FORD
DIRECTOR

Control Number 71457423

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser Benjamin Velez Address 4912 17 Ave S. Tampa FL. 33619

I/We state that this ☐ 5 or ☑ 6 digit odometer now reads 2 8 1 3 9 1 .xx (no tenths) miles, date read 1-9-2023 and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price $ Destroy Date Sold _____

CAUTION DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Signature of Co-Purchaser: _____
Signature of Seller: _____
Signature of Co-Seller: _____
(When Applicable)

Printed Name of Purchaser: _____
Printed Name of Co-Purchaser: _____
Printed Name of Seller: Cynthia Saunders - Superintendent
Printed Name of Co-Seller: _____

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____

Auction Name _____ License Number: _____

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

A13460

STATE OF FLORIDA

IDENTIFICATION NUMBER	YR	MAKE	EL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
4DRBUAAN36A197791	2006	ICCO		BU	26000		93616782

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

07/22/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

#578

MAIL TO:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
4DRBUAAN36A197791	2006	ICCO		BU	26000		93616782

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N					PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
1071 MILES 06/30/2005 ACTUAL			07/22/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED
BY _____
TITLE _____ DATE _____

1ST LIENHOLDER

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Carl A. Ford
CARL A. FORD
DIRECTOR

Control Number 73391244

Fred O. Dickinson, III
FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: Benjamin Velez Address: 4912 17 Ave S. Tampa, FL. 33619

I/We state that this ☐ 5 or ☑ 6 digit odometer now reads 190846 xx (no tenths) miles, date read 1-9-2023 and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price $ D/Destroy Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Signature of Co-Purchaser: _____
Signature of Seller: _____
Signature of Co-Seller: _____
(When Applicable)

Printed Name of Purchaser: _____
Printed Name of Co-Purchaser: _____
Printed Name of Seller: Cynthia Saunders, Superintendent
Printed Name of Co-Seller: _____

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____

Auction Name _____ License Number: _____

VOID IF ALTERED

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

A11541

STATE OF FLORIDA

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
4DRBUAAN56A197789	2006	ICCO		BU	26000		92722920

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

03/23/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

_____

TITLE DATE

MAIL TO:

#576 ✓

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

LIEN SATISFACTION

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
4DRBUAAN56A197789	2006	ICCO		BU	26000		92722920

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N					PVT	

ODOMETER STATUS OR VESSEL	MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
1019 MILES	03/15/2005 ACTUAL			03/23/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED
BY _____
_____
TITLE DATE

1ST LIENHOLDER

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Control Number 71349059

CARL A. FORD
DIRECTOR

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: Benjamin Velez Address 4912 17 Ave S. Tampa, FL. 33619

I/We state that this ☐ 5 or ☑ 6 digit odometer now reads 001417 .xx (no tenths)

miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price: $ D/Destroy Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Signature of Co-Purchaser: _____
Signature of Seller: _____
Signature of Co-Seller: _____
(When Applicable)

Printed Name of Purchaser: _____
Printed Name of Co-Purchaser: _____
Printed Name of Seller: Cynthia Saunders, Superintendent
Printed Name of Co-Seller: _____

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____

Auction Name _____ License Number: _____

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

A11540

STATE OF FLORIDA

LIEN SATISFACTION

IDENTIFICATION NUMBER	YR	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
4DRBUAAN16A197790	2006	ICCO		BU	26000		92722768

REGISTERED OWNER

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

DATE OF ISSUE

03/23/2005

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE _____ DATE _____

#577

MAIL TO:

SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208-7405

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN, THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
4DRBUAAN16A197790	2006	ICCO		BU	26000		92722768

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N					PVT	

ODOMETER STATUS OR VESSEL	MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
1016 MILES	03/15/2005 ACTUAL			03/23/2005

REGISTERED OWNER
SCHOOL BOARD OF MANATEE COUNTY
2800 27TH ST E
BRADENTON FL 34208

LIEN RELEASE
INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED
BY _____
TITLE _____ DATE _____

1ST LIENHOLDER

NONE

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Control Number 71349058

CARL A. FORD
DIRECTOR

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: Benjamin Velez Address 4912 17 Ave S. Tampa, FL. 33619

I/We state that this ☐ 5 or ☑ 6 digit odometer now reads 0 0 8 1 3 5 xx (no tenths) miles, date read 1-9-2023 and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

Selling Price: $ D/Destroy Date Sold: _____

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____
Signature of Co-Purchaser: _____
Signature of Seller: _____
Signature of Co-Seller: _____

Printed Name of Purchaser: _____
Printed Name of Co-Purchaser: _____
Printed Name of Seller: Cynthia Saunders, Superintendent
Printed Name of Co-Seller: _____

(When Applicable)
Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____
Auction Name _____ License Number: _____

VOID IF ALTERED

VOID IF ALTERED

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

AGENDA ITEM NO. 10.18

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Participation for Qualifying Elementary and Middle School Students and Advisors in the VEX IQ Robotics World Championship by the Northrop Grumman Foundation in Dallas, Texas, April 30 - May 4, 2023

Executive Summary
The VEX Robotics World Championship, presented by the Northrop Grumman Foundation, brings together the top VEX IQ Challenge teams from around the globe to celebrate their accomplishments and participate for a chance to be crowned champions. The Inspiring Elementary Engineering Program, available to all elementary schools, is in the fourth year of VEX IQ Robotics implementation and has successfully competed at the North/Central Regional VEX IQ State Championship multiple times. Middle school students have the opportunity to expand their VEX IQ Robotics expertise by competing at the secondary level.

Participation in a successful robotics program can boost student engagement and motivation, allows for discovering and building upon strengths, and gives students a sense of autonomy, capability, and connection. Additionally, the study of educational robotics affords a wide variety of learning opportunities because it has STEM (Science, Technology, Engineering, and Math) as its prerequisites. Robotics is always interdisciplinary in ways that are tangible and applicable to students. Students gain an understanding and knowledge through the connecting of concepts from each of the STEM domains. Activities involving robotics necessitate students to collaborate, think computationally, troubleshoot, and innovate - all fundamental skills for 21st-century learners and, eventually, 21st-century professionals.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval of participation for qualifying elementary and middle school students and advisors in the VEX IQ Robotics World Championship by the Northrop Grumman Foundation in Dallas, Texas, April 30–May 4, 2023.

Financial Impact
There will be no cost to the General Fund. The VEX IQ World Robotics Championship will be funded via the referendum, including but not limited to donations, parent contributions, fundraising activities, grants, and local funds, to support the expense of this trip.

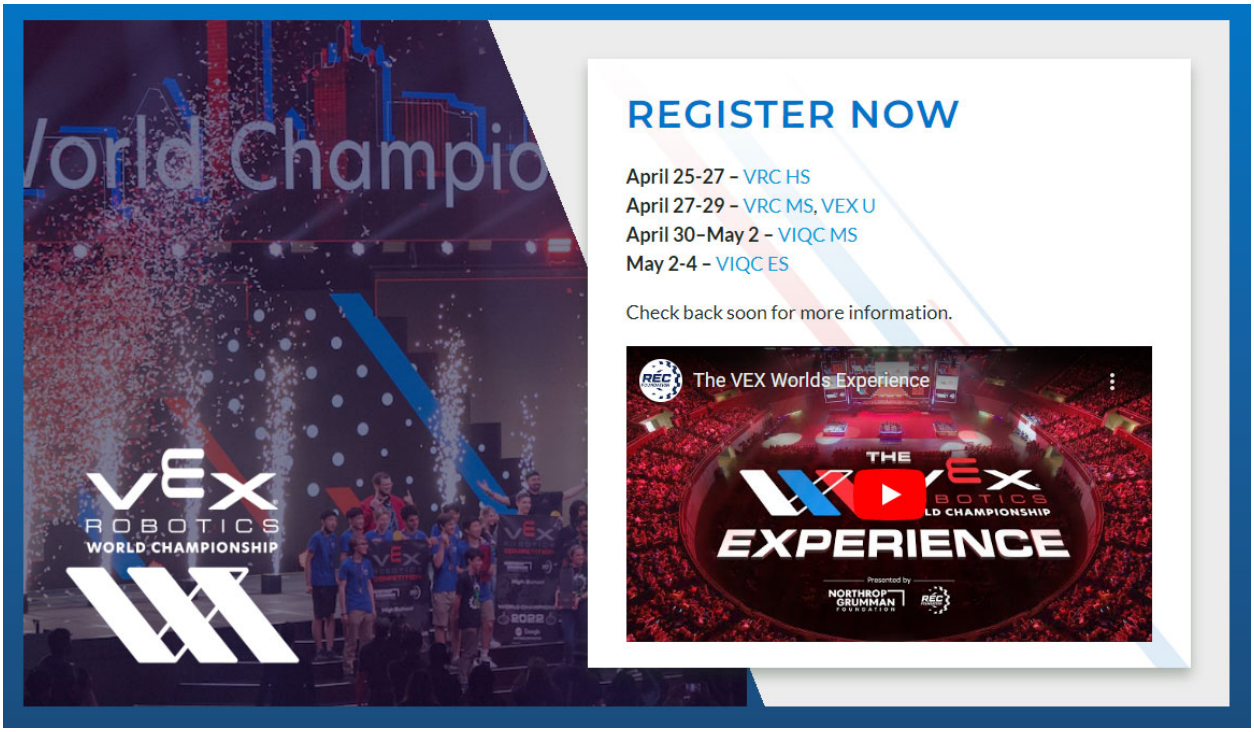
The financial impact is difficult to estimate at this time because only those students and advisors that qualify will be permitted to attend. When the Travel Authorizations are submitted for final approval to the Superintendent, cost estimation for each school will be included in that package for the field trip.

There is more than one department and school site, funds, projects, and functions that will be charged, as the exact number of schools and individuals attending will not be known until after the State Conferences conclude in March.

Contact

Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
VEX World Dates and Sponsors


REGISTER NOW
April 25-27 – VRC HS
April 27-29 – VRC MS, VEX U
April 30–May 2 – VIQC MS
May 2-4 – VIQC ES
Check back soon for more information.
The VEX Worlds Experience
VEX ROBOTICS WORLD CHAMPIONSHIP

Presenting Sponsor

NORTHROP GRUMMAN FOUNDATION

VEX Worlds Sponsors

Google

NASA

TESLA

MICROCHIP

MathWorks

U.S. AIR FORCE SPECIAL WARFARE

T-Mobile

VEX ROBOTICS

Kettering UNIVERSITY

ptc

Texas Instruments

FUSION IR

AGENDA ITEM NO. 10.19

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Rogers Garden Elementary School Students Joining the Samoset Elementary School 5th Grade Field Trip to Washington D.C. May 22-24, 2023, No Financial Impact

Executive Summary
On October 11, 2022, the Board approved of the Samoset Elementary School 5th Grade field trip to Washington D.C. Rogers Garden Elementary School received a donation for three 5th Grade students to accompany Samoset Elementary School to Washington D.C. in May 2023.

This trip offers students the opportunity to discover first-hand and explore history of the Nation's capital. Classroom studies will come to life when students visit major historical landmarks such as the Smithsonian, the Capitol Building and the Washington Monument. Students will also tour the Jefferson, Lincoln, and Franklin D. Roosevelt Memorials and honor our nation's heroes at the Vietnam Veterans' Memorial and Arlington National Cemetery. All aspects of this trip are designed to connect classroom studies in core academics to first-hand experiences to strengthen the understanding of US History.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Recommendation
The Superintendent recommends approval of Rogers Garden Elementary School students joining the Samoset Elementary School 5th Grade field trip to Washington, D.C. May 22-24, 2023, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Elementary Education
Initiated By: Dr. Stephanie Callaway

Attachments:
Samoset Board Approval
Rogers Washington Fieldtrip

AGENDA ITEM NO. 8.21

School Board of Manatee County
October 11, 2022 - Regular Board Meeting
Action Item

Title
Approval of Samoset Elementary School 5th Grade Field Trip to Washington D.C. May 22-24, 2023, No Financial Impact

Executive Summary
Samoset Elementary School would like to provide 20 5th grade students with an end-of-the-year trip to Washington D.C.

This opportunity would be made available to all 5th grade students and their families. Samoset faculty and staff are fully behind working with students, parents, and teachers to achieve this goal. Students enrolled will have shown exceptional leadership among their peers. Fundraising events will be planned and additional community donations will see that any student having financial difficulty receives an opportunity to attend.

This trip offers students the opportunity to discover first-hand and explore history of our Nation's capital. Their classroom studies will come to life when students visit major historical landmarks such as the Smithsonian, the Capitol Building and the Washington Monument, just to name a few. Along with visiting these historical landmarks, students will also tour the Jefferson, Lincoln, and Franklin D. Roosevelt Memorials, as well as, honor our nation's heroes at the Vietnam Veterans' Memorial and Arlington National Cemetery. All aspects of this trip are designed to connect to their classroom studies in their core academics of social studies, science, math and language arts.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Curriculum & Instruction | Goal 1
Review and revise the PreK-12 literacy continuum & Narrow the achievement gap by continuing to develop unique innovative initiatives that create well-rounded education for ALL students.

Recommendation
The Superintendent recommends approval of Samoset Elementary School 5th grade field trip to Washington D.C. May 22-24, 2023, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Elementary Education
Initiated By: Dr. Stephanie Callaway

Manatee County School District
Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 1/26/23 Field Trip Date: May 22-24, 2023 School: G.D. Rodgers

Date / Time of Departure from school: May 22-24

Date / Departure time from field trip location: May 24, 2023

Arrival time back at school: May 24, 2023

Field Trip Coordinator: Nuris Fanning - Sameset Elementary School

Trip Destination – Name: Washington, DC.

Address: _____

_____

Phone: _____ Website: _____

Brief Description/Educational Purpose of the Trip: To provide our under Privileged students the opportunity to experience firsthand our nations Capital by visiting historical sites such as Tomb of Unknown soldier, The White House, MLK Memorial, Abraham Lincoln and Jefferson Memorial.

Field Trip Type:

- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- (X) Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field Trip Handbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B." Please provide as much information as possible in this regard to expedite approval.

Group Going: 5th grade _____ # of Students: 3

# of Chaperones: 2

Type of Transportation:

____ School Bus (bus requisition 20 days prior to trip)
____ Special Needs Bus Is Required
____ District Vans/Cars
____ Walking
If Walking, define route: _____
_____
Are there sidewalks and pedestrian crossings? _____
____ Charter Bus from Purchasing Department Approved List (Contact Purchasing)
____ Rental Vehicle
__✓__ Educational Tour Group Name: Worldstrides provided Contact Info: Emily Pritchett 866-418-7810
____ Other No District transportation

The following information must be included for non-District transportation providers:

Name of Transportation Provider: _____
Address of Transportation Provider: _____
Phone # Transportation Provider: _____
Year, Type, & Make of Vehicles: _____

Proof of personal automobile liability insurance, copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

Funding/Costs _____
Transportation Cost $1370.00
Other Cost _____
Total cost of the trip $1370.00

Internal Account#_____
Admission Fee_____Cost per student_____

How Trip is Funded.
____ Discretionary
____ Internal Accounts

V Students Pay____District
V Other Donor

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Chris Fonnesbeck 1/26/23

Signature of Field Trip Coordinator *Date*

Principal Signature/Date (Initial Approval of Request)

Signature of Sponsor/Date

Signature Depart./Team Chair/Date

Signature Activities Dir.(H S)/Date

Final Principal Signature/Date (Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Type "B" and "C" Signature Approvals Below

Stephanie Callaway
Stephanie Callaway (Jan 27, 2023 10:18 EST)

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley (Jan 27, 2023 10:23 EST)

Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

MIS 41-01012, Expires 5/20/2016
School Management

AGENDA ITEM NO. 10.20

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval for the Braden River High School Chorus Students to Attend and Perform in the Smoky Mountain Music Festival in Gatlinburg, Tennessee on April 27-30, 2023, No Financial Impact

Executive Summary
Forty-Three Braden River High School Chorus students will travel to Gatlinburg, Tennessee to compete in the Smoky Mountain Music Festival, along with their Chorus Director Steven Armstrong. Nine chaperones will also be attending the trip.

The Smoky Mountain Music Festival is a competition for elementary, middle, junior high and high school musical groups. This festival continues its dedication to excellence by offering young musicians an opportunity to demonstrate their talents before prestigious adjudicators in a beautiful setting. For over 30 years, the festival has drawn musical groups from over 29 states and Canada.

The Gatlinburg Convention Center is used for concert, jazz, indoor auxiliary competition and choral competition, and the main street is blocked off for the parade of bands.

The exposure for the students in this event greatly increases their likelihood of gaining exposure for the opportunity for college scholarships and thus helping them reach the goal of a college education. Experiences gained by our students may be brought back and shared with students at Braden River High School and throughout the district.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation
The Superintendent recommends approval for the Braden River High School Chorus students to attend and perform in the Smoky Mountain Festival in Gatlinburg, Tennessee on April 27-30, 2023, no financial impact.

Financial Impact
There is no financial impact.

Attachments:
BRHS Field Trip 4.27-4.30.2023 Gatlinburg, TN Music Festival

Manatee County School District Field Trip Request Form – Mandatory Form

Today's Date. 12/20/22 Field Trip Date 4/27/23 School Braden River High
Date/Time of Departure from school. 4/27/23 3am
Date/Departure time from field trip location: 4/30/23 8am Arrival time back at school. 10:00pm
Field Trip Coordinator Steven Armstrong
Trip Destination – Name: Smokey Mountain Music festival
Address: 234 Historic nature trail Gatlinburg Tn 37738
Phone: 865-524-5600 Website: smmfestival.com

Brief Description/Educational Purpose of the Trip: This is a choral festival competition. Student will learn ad perform difficult choral repertoire while being assessed for accuracy, tone, Balance, Stage presence ad diction

Field Trip Type

- ☐ Type "A" (single or partial day trip in pre-approved category)
- ☐ Type "B" * (single or partial day trip that requires District pre-approval)
- ☑ Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below)

* Must submit to District Office for required pre-approval See Page 5 of the School District Field Trip Handbook for timelines Note that water-related field trips and Educational Tour Groups are Type "B " Please provide as much information as possible in this regard to expedite approval

Group Going: Chorus # of Students 43 # of Chaperones: 9

Type of Transportation.

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars
_____ Walking
If walking, define route _____
Are there sidewalks and pedestrian crossings? _____
✓ Charter Bus from Purchasing Department Approved List (Contact Purchasing) Rental Vehicle
_____ Educational Tour Group Name. _____ Contact Info: _____
_____ Other

The following information must be included for non-District transportation providers:

Name of Transportation Provider: Academy
Address of Transportation Provider 12301 40th St N Clearwater FL 33762 Phone # Transportation Provider. 727-598-0377 Year, Type, & Make of Vehicles: Charter bus

Proof of personal automobile liability insurance, copy of driver's license and proof of successful completion of defensive driving course through Staff Development must be attached for all drivers.

(Appendix A – continued on next page)

Funding/ Costs H 25,000
Transportation Cost 11,500
Other Cost
Total cost of the trip 36,500

Internal Account #
Admission Fee 0
Cost per student $720

How Trip is Funded
____Discretionary ✓ Students Pay ____District ____Internal Accounts ____Other

I have read the Field Trip Handbook and fully understand and accept my responsibilities as Field Trip Coordinator.

Signature of Field Trip Coordinator

12/20/23
Date

Principal Signature/Date
(Initial Approval of Request)

Signature of Sponsor/Date

12/20/23
Signature Depart./Team Chair/Date

Final Principal Signature/Date
(Acknowledgement that Field Trip Checklist form has been returned two days prior to Field Trip.)

Signature Activities Dir. (H.S)/Date

☐ Type "B" and "C" Signature Approvals Below

Willie Clark
Willie Clark (Jan 18 2023 16 08 EST)
Executive Director (Required for Type "B" and "C" Field Trips)

William Kelley (Jan 18, 2023 16 20 EST)
Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

*Superintendent (Required for Out-of-State Field Trips. **International Field Trips require Board approval**)*

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

AGENDA ITEM NO. 13.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for December

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of December 2022.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service	Trust & Agency
Budgeted Fund Balance 11/30/2022	$33,096,612	$12,118,450	$13,027,780	$0	$12,973,643	$8,559,818	$15,050
Fiscal Impact	$7,277,740	$6	$995,010	$0	$(251)	$4,054,000	$0
Budgeted Fund Balance 12/31/2022	$40,374,352	$12,118,456	$14,022,790	$0	$12,973,392	$12,613,818	$15,050

General Fund budgeted ending fund balance increased $7,277,740 due primarily to the sale of land $14.1 million partially offset by estimated increases in utilities $3.5 million, terminal pay $1.5 million, overtime $600,000, and youth mental health training substitutes $250,000, and a reduction in the transfer from the capital fund for maintenance support salaries $955,000, and other miscellaneous other changes $17,260.

Debt Service Fund budgeted ending fund balance increased $6.00 due to interest received.

Capital Outlay Fund budgeted ending fund balance increased $995,010 due to miscellaneous a reduction in the capital transfer to the General Fund for maintenance support salaries, and miscellaneous other project adjustments $40,010.

Internal Service Fund budgeted ending fund balance increased $4,054,000 due to a transfer from the ESSER III Grant to cover the cost of COVID claims $4,100,000 partially offset by wellness program activities which will later be reimbursed by Meritain Health $46,000.

There were no other material changes to the budgeted ending fund balances.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 5
Continue our secure financial position, utilize referendum millage funds effectively, and modernize and enhance our current schools to meet our school community needs, including building vibrant, new schools

Recommendation
The Superintendent recommends approval of the budget amendments for December 2022.

Financial Impact
No significant financial impact.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Dec 2022 Budget Amendment File Summary
Combined Dec 2022 BAs

December 2022 Budget Amendments Summary
All Funds

Year	2023
Posting Period	6
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**-$7,277,740**
3		
	10101 General Fund	-$13,561,357
	10102 General Fund Grants	-$461,623
4		
	10101 General Fund	$6,283,617
	10102 General Fund Grants	$461,623
2		**-$5**
3		
	29190 Lease Purchase Bond 2015	-$350
	29193 Lease Purchase Bond 2017	$346
	29196 Lease Purchase Bond 2016	-$1
4		
	29190 Lease Purchase Bond 2015	$350
	29193 Lease Purchase Bond 2017	-$350
3		**-$995,010**
4		
	37022 Local Capital Improvement 2122	$1,095,273
	37023 Local Capital Improvement 2223	-$1,393,133
	39192 Sales Tax Proceeds	-$697,150
	39197 Impact Fees	$0
4		**$251**
3		
	41001 Food Services	$0
	42201 Federal Non Cash Advance	-$149,092
4		
	41001 Food Services	$251
	42101 Federal Cash Advance	$0
	42201 Federal Non Cash Advance	$149,092
	44301 CRRSA Act ESSER (ESSER II)	$0
	44501 ARP Act ESSER	$0
7		**-$4,054,000**
3		
	71101 Self-Insurance - Health	-$4,100,000
4		
	71101 Self-Insurance - Health	$46,000
Grand Total		**-$12,326,504**

Capital Fund
December 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(125,245,984)	(125,245,984)	-	0.0%	
30X	Revenue	(174,710,827)	(174,710,827)	-	0.0%	
30X	Transfers In & Other Funding Sources	(130,171,862)	(130,171,862)	-	0.0%	
74X	Facilities Acquisition and Con	367,500,478	367,460,468	(40,010)	0.0%	
92X	Debt Service	1,676,952	1,676,952	-	0.0%	
97X	Transfers Out	47,923,462	46,968,462	(955,000)	-2.0%	
9X	Budgeted Fund Balance	13,027,780	14,022,790	995,010	7.6%	1

Capital Fund
December 2022 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	YTD Current
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	469201	Non-Capitalized Software	9571	34012	Focus				Adj Budget for Focus to Actual Exp	0000082091	-96.80
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	37022	Local Capital Improvement 2122	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9310	38760	Disctrictwide FF&E				Move excess budget for preschool	0000082274	-2,860.02
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951575975	3000000200	King MS Project Close	0000082384	-34,570.47
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951520092	3000000100	Bayshore HS Track Pressbox project close	0000082428	-2,481.60
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951575975	3000000300	Close King MS Covered Walk project	0000082606	-1.25
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	467101	Capitalized Improvements other	9515	30001	Capital Projects	SDMC3	3951575975	3000000200	Close King MS Covered Walk project	0000082876	-0.01
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	97010	Transfers	491001	Transfers to General Fund	9798	40002	TR General School Maintenance				Reduce estimated transfer budget for maintenance program per Capital	0000083919	-955,000.00
																				-995,010.15

Debt Service Fund
December 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,889,269)	(11,889,269)	-	0.00%	
30X	Revenue	(1,650,884)	(1,650,890)	(5)	0.00%	
30X	Transfer In	(28,459,143)	(28,459,143)	-	0.00%	
92X	Debt Service	29,880,846	29,880,846	-	0.00%	
9XX	Budgeted Fund Balance	12,118,450	12,118,456	5	0.00%	

General Fund
December 2022 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(50,388,336)	(50,388,336)	-	0.00%	
		3XX	Revenues	(494,299,421)	(509,277,400)	(14,977,980)	3.03%	
		3XX	Transfers In and Other Funding Sources	(22,172,285)	(21,217,285)	955,000	-4.31%	
		5XX	Instructional	349,767,698	351,810,761	2,043,062	0.58%	
		61X	Pupil Personnel Services	16,194,910	16,205,402	10,492	0.06%	
		62X	Instructional Media Services	5,297,501	5,298,597	1,096	0.02%	
		63X	Curriculum	8,244,691	8,252,142	7,451	0.09%	
		64X	Instructional Staff Training	1,302,999	1,302,499	(500)	-0.04%	
		65X	Instructional Technology	572	572	-	0.00%	
		71X	Board	1,541,404	1,601,404	60,000	3.89%	
		72X	General Admin Superintendent	3,016,842	3,016,742	(100)	0.00%	
		73X	School Administration	34,042,931	34,057,393	14,462	0.04%	
		74X	Facility Acquisition and Construction	5,699,155	5,710,035	10,880	0.19%	
		75X	Fiscal Services	3,668,860	3,659,349	(9,511)	-0.26%	
		76X	Food Service	-	-	-	n/a	
		77X	Central Services	13,450,357	13,484,875	34,519	0.26%	
		78X	Transportation	19,933,214	20,711,888	778,674	3.91%	
		79X	Operation of Plant	44,941,017	48,757,982	3,816,965	8.49%	1
		81X	Maintenance of Plant	10,334,598	10,312,192	(22,406)	-0.22%	
		82X	Administrative Technology	8,607,049	8,607,049	-	0.00%	
		91X	Community Services	6,771,741	6,771,898	157	0.00%	
		92X	Debt Service	65,500	65,500	-	0.00%	
		97X	Transfer Out	882,389	882,389	-	0.00%	
		9XX	Budgeted Fund Balance	33,096,612	40,374,352	7,277,740	21.99%	2

General Fund
December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0431	14464	Leasing/Rental Contracts				Southeast High Custodians - Outside work events	0000081576	(168.79)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0431	14464	Leasing/Rental Contracts				Southeast High Custodians - Outside work events	0000081576	97.74
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0431	14464	Leasing/Rental Contracts				Southeast High Custodians - Outside work events	0000081576	62.79
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0431	14464	Leasing/Rental Contracts				Southeast High Custodians - Outside work events	0000081576	8.26
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	435001	Repairs and Maintenance	0211	14649	MTC PostSec. Tuition Othr Fee				Lawn Care - 6 months	0000082123	6,213.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0211	14649	MTC PostSec. Tuition Othr Fee				Lawn Care - 6 months	0000082123	(2,000.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	464201	Non-Capitalized FF&E	0211	14649	MTC PostSec. Tuition Othr Fee				Lawn Care - 6 months	0000082123	(4,213.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	433003	Out of County Travel	0072	14464	Leasing/Rental Contracts				FASRO conference $900.mmg	0000082190	900.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14464	Leasing/Rental Contracts				FASRO conference $900.mmg	0000082190	(900.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	435001	Repairs and Maintenance	0211	14649	MTC PostSec. Tuition Othr Fee				Transfer budget for Lawn Care	0000082212	100.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416301	NCH Regular Pay	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 416301	0000082281	1,500.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 416301	0000082281	(1,500.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 416201/PROGRAM # 14464	0000082285	302.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 416201/PROGRAM # 14464	0000082285	(302.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 422001/PROGRAM #14464	0000082286	179.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 422001/PROGRAM #14464	0000082286	(179.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM 451001 TO 424001/ PROGRAM 14464.	0000082289	26.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM 451001 TO 424001/ PROGRAM 14464.	0000082289	(26.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0611	14464	Leasing/Rental Contracts				food supply line for staff event	0000082309	(307.32)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	457001	Food	0611	14464	Leasing/Rental Contracts				food supply line for staff event	0000082309	307.32
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	464101	Capitalized FF&E	9512	00000	Discretionary	SDMC3	1951279010	1951279010	TO PURCHASE CHAIRS FOR STAFF	0000082374	(1,500.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	438006	C & D Roll-Off	0031	13742	Utility Expense				Waste Pro November	0000082387	350.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	438006	C & D Roll-Off	0072	13742	Utility Expense				Waste Pro November	0000082387	1,320.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	438006	C & D Roll-Off	0291	13742	Utility Expense				Waste Pro November	0000082387	880.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	438006	C & D Roll-Off	0301	13742	Utility Expense				Waste Pro November	0000082387	1,230.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	438006	C & D Roll-Off	0621	13742	Utility Expense				Waste Pro November	0000082387	440.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	0031	13742	Utility Expense				Waste Pro November	0000082387	(350.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	0072	13742	Utility Expense				Waste Pro November	0000082387	(1,320.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	0291	13742	Utility Expense				Waste Pro November	0000082387	(880.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	0301	13742	Utility Expense				Waste Pro November	0000082387	(1,230.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	0621	13742	Utility Expense				Waste Pro November	0000082387	(440.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0611	00099	School Discretionary				Issue with warehouse order / budget	0000082446	(10.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	459001	Other Materials and Supplies	0611	00099	School Discretionary				Issue with warehouse order / budget	0000082446	10.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14464	Leasing/Rental Contracts				Golden Corral Band Meal $550.00 mmg	0000082483	(550.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	457001	Food	0072	14464	Leasing/Rental Contracts				Golden Corral Band Meal $550.00 mmg	0000082483	550.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	411109	Adm/Direct Other	0031	10283	Florida School Recog 22-23				School Recognition AME, RMA and PCS	0000082489	925.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416209	B Support Other	0031	10283	Florida School Recog 22-23				School Recognition AME, RMA and PCS	0000082489	4,162.50
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0031	10283	Florida School Recog 22-23				School Recognition AME, RMA and PCS	0000082489	389.18
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	431001	Prof & Technical Services	0031	10283	Florida School Recog 22-23				School Recognition AME, RMA and PCS	0000082489	925.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0431	00099	School Discretionary				To cover other expenses	0000082512	(150.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	479001	Miscellaneous Expense	0431	00099	School Discretionary				To cover other expenses	0000082512	150.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0762	14464	Leasing/Rental Contracts				Braden River High School Principal Carl Auckerman approved transaction.	0000082580	(2,000.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451002	Supplies - Food	0762	14464	Leasing/Rental Contracts				Braden River High School Principal Carl Auckerman approved transaction.	0000082580	2,000.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	464101	Capitalized FF&E	9512	00000	Discretionary	SDMC3	1951279010	1951279010	to support grounds work for after storm IAN	0000082583	(6,000.00)
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM 451001 TO OBJECT421103	0000082596	40.00
	1	6 KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM 451001 TO OBJECT421103	0000082596	(40.00)

General Fund
December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 422001	0000082598	20.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 422001	0000082598	(20.00)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 424001	0000082599	10.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 424001	0000082599	(10.00)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416301	NCH Regular Pay	0811	14464	Leasing/Rental Contracts				Moving money to pay Guardians for the Winter Event	0000082666	644.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0811	14464	Leasing/Rental Contracts				Moving money to pay Guardians for the Winter Event	0000082666	(644.00)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416301	NCH Regular Pay	0811	14464	Leasing/Rental Contracts				Money moved to pay for Retirement	0000082670	(63.57)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0811	14464	Leasing/Rental Contracts				Money moved to pay for Retirement	0000082670	63.57
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416301	NCH Regular Pay	0811	14464	Leasing/Rental Contracts				Move money to cover Social Security	0000082672	(40.83)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0811	14464	Leasing/Rental Contracts				Move money to cover Social Security	0000082672	40.83
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416301	NCH Regular Pay	0811	14464	Leasing/Rental Contracts				Move money to cover Worker's Compensation	0000082675	(5.34)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0811	14464	Leasing/Rental Contracts				Move money to cover Worker's Compensation	0000082675	5.34
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416301	NCH Regular Pay	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 416301/PROGRAM 14464	0000082740	150.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 416301/PROGRAM 14464	0000082740	(150.00)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 421103/PROGRAM 14464	0000082742	94.26
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FUNDS FROM OBJECT 451001 TO OBJECT 421103/PROGRAM 14464	0000082742	(94.26)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0181	14464	Leasing/Rental Contracts				TRANSFER FROM OBJECT 451001 TO OBJECT 421001/PROGRAM14464	0000082744	65.55
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FROM OBJECT 451001 TO OBJECT 421001/PROGRAM14464	0000082744	(65.55)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0181	14464	Leasing/Rental Contracts				TRANSFER FROM OBJECT 451001 TO OBJECT 424001/PROGRAM 14464	0000082745	7.91
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				TRANSFER FROM OBJECT 451001 TO OBJECT 424001/PROGRAM 14464	0000082745	(7.91)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0181	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	912.57
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0301	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	505.02
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0351	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	84.64
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0431	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	419.45
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0521	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	813.95
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0541	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	173.50
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0681	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	139.82
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0701	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	335.56
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0731	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	419.45
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0741	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	538.81
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0752	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	343.02
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0761	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	111.85
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0801	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	168.81
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0811	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	111.85

General Fund
December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0852	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	31.45
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0857	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	223.70
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0181	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	136.82
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0301	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	75.72
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0351	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	12.69
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0431	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	62.88
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0521	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	122.03
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0541	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	26.01
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0681	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	20.96
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0701	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	50.31
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0731	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	62.88
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0741	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	80.78
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0752	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	51.43
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0761	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	16.77
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0801	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	25.31
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0811	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	16.77
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0852	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	4.72
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0857	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	33.54
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0181	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	87.88
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0301	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	48.63
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0351	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	8.15
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0431	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	40.39
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0521	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	78.38
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0541	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	16.71
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0681	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	13.46
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0701	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	32.31
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0731	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	40.39
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0741	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	51.89
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0752	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	33.03
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0761	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	10.77
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0801	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	16.26
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0811	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	10.77

General Fund
December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0852	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	3.03
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0857	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	21.54
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0181	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	11.49
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0301	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	6.36
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0351	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	1.07
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0431	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	5.28
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0521	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	10.25
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0541	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	2.18
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0681	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	1.76
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0701	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	4.22
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0731	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	5.28
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0741	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	6.78
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0752	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	4.32
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0761	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	1.41
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0801	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	2.13
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0811	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	1.41
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0852	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	0.40
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0857	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	2.82
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	33.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	445.17
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0301	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	309.04
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0351	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	266.38
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0431	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	165.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0521	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	548.90
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0541	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	113.75
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0591	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	550.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0651	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	88.18
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0701	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	105.78
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0711	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	105.60
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0721	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	6.60
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0731	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	264.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0741	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	335.83

General Fund
December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0752	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	224.90
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0761	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	13.20
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0762	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	145.20
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0771	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	23.59
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0781	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	47.17
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0791	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	129.71
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0801	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	153.72
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0811	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	328.94
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0821	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	99.97
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0857	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	287.94
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	9799	14464	Leasing/Rental Contracts				Nov 2022 - Rental Budget Amendment (Facility Leasing)	0000082803	(11,505.39)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416201	B Support Regular Pay	9318	13725	Harllee Campus Management				December review & cleanup	0000082892	(77.58)
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	9318	13725	Harllee Campus Management				December review & cleanup	0000082892	77.58
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	439002	Printing	0381	00099	School Discretionary				Papercut December	0000082946	5.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	423101	Health & Hospitalizations	0762	14464	Leasing/Rental Contracts				Payroll Coding Line	0000083476	-
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	423201	Life Insurance	0762	14464	Leasing/Rental Contracts				Payroll Coding Line	0000083476	-
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0181	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	883.87
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0301	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	383.75
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0431	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	251.66
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0521	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	409.28
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0681	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	111.85
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0701	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	421.83
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0741	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	130.58
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0752	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	462.62
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0761	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	293.61
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0762	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	801.48
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0801	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	197.54
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0811	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	167.78
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0852	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	83.88
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	0857	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	279.75
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0181	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	132.52
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0301	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	57.53
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0431	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	37.73
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0521	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	61.36
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0681	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	16.77
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0701	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	63.24
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0741	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	19.58
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0752	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	69.36
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0761	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	44.02
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0762	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	120.16
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0801	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	29.62
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0811	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	25.15
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0852	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	12.58
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	421103	Retirement System	0857	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	41.94
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0181	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	85.12
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0301	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	36.95
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0431	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	24.24
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0521	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	39.41
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0681	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	10.77
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0701	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	40.62
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0741	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	12.58
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0752	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	44.55
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0761	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	28.27

General Fund

December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0762	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	77.18
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0801	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	19.02
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0811	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	16.16
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0852	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	8.08
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	422001	FICA	0857	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	26.94
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0181	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	11.13
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0301	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	4.83
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0431	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	3.17
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0521	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	5.15
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0681	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	1.41
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0701	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	5.31
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0741	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	1.64
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0752	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	5.82
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0761	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	3.70
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0762	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	10.09
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0801	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	2.49
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0811	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	2.11
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0852	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	1.06
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	424001	Worker's Compensation	0857	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	3.52
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	66.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0181	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	465.78
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0281	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	26.40
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0301	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	234.82
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0431	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	138.16
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0521	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	276.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0591	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	552.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0651	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	88.18
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0701	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	124.08
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0711	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	99.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0721	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	46.20
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0741	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	80.67
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0752	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	337.50
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0761	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	33.00
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0762	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	631.54
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0771	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	35.38
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0781	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	35.38
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0791	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	82.55
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0801	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	160.04
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0811	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	325.78
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0821	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	88.18
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0852	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	6.60
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0857	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	299.68
1	6	KK_DET_BUD	SDMC1	Transfer Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	9799	14464	Leasing/Rental Contracts				December 2022 - Rental Budget	0000083506	(10,375.28)
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416201	B Support Regular Pay	9799	14721	REF, AFSCME/Nonbargaining				December Rev Rec.	0000083603	4,958.10
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14466	Leasing/Rental Contracts-Other				December Rev Rec.	0000083603	13,000.00
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	9799	00000	Discretionary				Sale of Land	0000083728	300,000.00
1	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	9799	13742	Utility Expense				Sale of Land	0000083728	3,500,000.00
																				3,816,964.78
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77910	Other Central Services	411103	Adm/Direct Supplements	9519	00000	Discretionary				D. Dillon 4% stipend	0000081639	2,826.54
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77910	Other Central Services	421103	Retirement System	9519	00000	Discretionary				D. Dillon 4% stipend	0000081639	336.64
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77910	Other Central Services	422001	FICA	9519	00000	Discretionary				D. Dillon 4% stipend	0000081639	216.23
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 12/2/22	0000081809	620.30
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 12/2/22	0000081812	(620.30)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77610	Internal Services	416103	NB Support Supplements	9554	00000	Discretionary				9554 Supplement & Benefits	0000082200	3,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77610	Internal Services	421103	Retirement System	9554	00000	Discretionary				9554 Supplement & Benefits	0000082200	357.30
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77610	Internal Services	422001	FICA	9554	00000	Discretionary				9554 Supplement & Benefits	0000082200	229.50
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77610	Internal Services	424001	Worker's Compensation	9554	00000	Discretionary				9554 Supplement & Benefits	0000082200	30.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	81350	Energy & Recycling	451001	Supplies	9512	13903	County Wide Recycling				Daily Receipts 12.12.22	0000082209	175.20
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		13903	County Wide Recycling				Daily Receipts 12.12.22	0000082211	(175.20)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9308	00000	Discretionary				9308 Executive Dir Salary Increase	0000082296	2,650.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	421103	Retirement System	9308	00000	Discretionary				9308 Executive Dir Salary Increase	0000082296	315.62
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	422001	FICA	9308	00000	Discretionary				9308 Executive Dir Salary Increase	0000082296	202.73

General Fund

December 2022 Budget Amendment Summary Description

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9308	00000	Discretionary				9308 Executive Dir Salary Increase	0000082296	351.13
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	423201	Life Insurance	9308	00000	Discretionary				9308 Executive Dir Salary Increase	0000082296	5.83
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9308	00000	Discretionary				9308 Executive Dir Salary Increase	0000082296	26.50
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412301	P/T wo FRS Regular Pay	0301	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	21,840.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412301	P/T wo FRS Regular Pay	0421	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	21,840.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412301	P/T wo FRS Regular Pay	0431	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	21,840.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412301	P/T wo FRS Regular Pay	0521	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	32,760.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	422001	FICA	0301	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	1,670.76
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	422001	FICA	0421	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	1,670.76
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	422001	FICA	0431	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	1,670.76
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	422001	FICA	0521	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	2,506.14
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	424001	Worker's Compensation	0301	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	218.40
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	424001	Worker's Compensation	0421	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	218.40
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	424001	Worker's Compensation	0431	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	218.40
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	424001	Worker's Compensation	0521	00000	Discretionary				Paid Interns - 0301 0421 0521 0431	0000082487	327.60
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	373101	Sale of Land		00000	Discretionary				Sale of Land	0000082878	(14,100,000.00)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349301	Sale of Junk		00000	Discretionary				Daily Deposit Correction 12.12.22	0000083354	(250.80)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9799	14720	REF, Instructional Staff				December Rev Rec.	0000083603	36,123.30
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	9799	14723	REF, Paraprofessionals				December Rev Rec.	0000083603	3,541.50
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	439301	Dist to Charter Schools-FEFP	9799	14724	REF, Charter Schools				December Rev Rec.	0000083603	10,872.38
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	12491	United Way Suncoast				December Rev Rec.	0000083603	(38,049.96)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	451001	Supplies	9799	14719	STEM Referendum, K-5				December Rev Rec.	0000083603	9,668.29
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	52010	Exceptional Student Education	439002	Printing	9310	00000	Discretionary				December Rev Rec.	0000083603	1,444.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	59010	Other Instruction	451001	Supplies	0211	14807	MTC Local Community Education				December Rev Rec.	0000083603	600.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	411101	Adm/Direct Regular Pay	9799	14722	REF, SAMP/School Administrator				December Rev Rec.	0000083603	4,249.80
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	73010	School Admin - Principal	416101	NB Support Regular Pay	9799	14726	REF, Nonbargaining				December Rev Rec.	0000083603	1,416.61
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	77310	Personnel Services	439001	Other Purchased Services	9534	14891	Teacher Certification Fees				December Rev Rec.	0000083603	4,861.20
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	431001	Prof & Technical Services	9514	00000	Discretionary				December Rev Rec.	0000083603	2,650.44
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416201	B Support Regular Pay	9799	14721	REF, AFSCME/Nonbargaining				December Rev Rec.	0000083603	4,958.10
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	451001	Supplies	0072	14466	Leasing/Rental Contracts-Other				December Rev Rec.	0000083603	13,000.00
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	320201	Medicaid		00000	Discretionary				December Rev Rec	0000083617	500,000.00
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	339901	Other Miscellaneous State Reve		00000	Discretionary				December Rev Rec	0000083617	(1,444.00)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	342501	Lease Revenue		14466	Leasing/Rental Contracts-Other				December Rev Rec	0000083617	(13,000.00)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		00000	Discretionary				December Rev Rec	0000083617	(891,646.40)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14719	STEM Referendum, K-5				December Rev Rec	0000083617	(9,668.29)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14720	REF, Instructional Staff				December Rev Rec	0000083617	(36,123.30)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14721	REF, AFSCME/Nonbargaining				December Rev Rec	0000083617	(4,958.10)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14722	REF, SAMP/School Administrator				December Rev Rec	0000083617	(4,249.80)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14723	REF, Paraprofessionals				December Rev Rec	0000083617	(3,541.50)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14724	REF, Charter Schools				December Rev Rec	0000083617	(10,872.38)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	343101	Interest on Investments		14726	REF, Nonbargaining				December Rev Rec	0000083617	(1,416.61)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	346601	Lifelong Learning Fees		14807	MTC Local Community Education				December Rev Rec	0000083617	(600.00)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349101	Bus Fees		00000	Discretionary				December Rev Rec	0000083617	(8,418.73)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349201	Transportation Services Render		00000	Discretionary				December Rev Rec	0000083617	(2,650.44)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349301	Sale of Junk		00000	Discretionary				December Rev Rec	0000083617	40,000.00
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349501	Other Misc Local Sources		12491	United Way Suncoast				December Rev Rec	0000083617	38,296.97
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	349505	Employment Fee PR		14891	Teacher Certification Fees				December Rev Rec	0000083617	(4,861.20)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	412104	Teachers Term (Annual Leave)	9798	13706	Terminal Pay				Sale of Land	0000083728	1,500,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	51010	Instructional - Basic K-12	431002	Prof & Technical Serv-Subs	9799	13727	Substitutes				Sale of Land	0000083728	250,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	71010	Board	431001	Prof & Technical Services	9601	00000	Discretionary				Sale of Land	0000083728	60,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	416202	B Support Overtime Pay	9799	00000	Discretionary				Sale of Land	0000083728	300,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	78010	Student Transportation Service	446001	Diesel Fuel	9799	00000	Discretionary				Sale of Land	0000083728	200,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	416202	B Support Overtime Pay	9799	00000	Discretionary				Sale of Land	0000083728	300,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	10101	General Fund	79010	Operation of Plant	443001	Electricity	9799	13742	Utility Expense				Sale of Land	0000083728	3,500,000.00
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	10101	General Fund	30000	Revenue	363001	Transfers from Capital Project		40002	TR General School Maintenance				Capital Transfer Reduction	0000083921	955,000.00
																				(7,277,739.68)

Health Insurance Fund
December 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(8,444,558)	(8,444,558)	-	0.00%	
30X	Revenue	(47,461,000)	(47,461,000)	-	0.00%	
30X	Transfer In	(3,000,000)	(7,100,000)	(4,100,000)	136.67%	1
77X	Central Services	52,203,178	52,249,178	46,000	0.09%	
9XX	Unappropriated Fund Balances	6,702,380	10,756,380	4,054,000	60.49%	2

Health Insurance Fund
December 2022 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_REV_BUD	SDMC1	Adjustment	Posted	71101	Self-Insurance - Health	30000	Revenue	364001	Transfers from Special Revenue		00000	Discretionary				Transfer Funds from ESSER III	0000083663	(3,500,000.00)
1	6	KK_REV_BUD	SDMC1	Adjustment	Posted	71101	Self-Insurance - Health	30000	Revenue	364001	Transfers from Special Revenue		00000	Discretionary				Transfer Funds from ESSER III	0000083707	(600,000.00)
																				(4,100,000.00)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	71101	Self-Insurance - Health	77310	Personnel Services	429002	Wellness Benefit	9535	13619	Discr Personnel Cost				Employee Wellness - Noom Contract	0000082363	46,000.00
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	71101	Self-Insurance - Health	30000	Revenue	364001	Transfers from Special Revenue		00000	Discretionary				Transfer Funds from ESSER III	0000083663	(3,500,000.00)
2	6	KK_REV_BUD	SDMC1	Adjustment	Posted	71101	Self-Insurance - Health	30000	Revenue	364001	Transfers from Special Revenue		00000	Discretionary				Transfer Funds from ESSER III	0000083707	(600,000.00)
																				(4,054,000.00)

Workers Comp
December 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(2,266,182)	(2,266,182)	-	0.00%	
30X	Revenue	(2,570,000)	(2,570,000)	-	0.00%	
77X	Central Services	2,978,743	2,978,743	-	0.00%	
9XX	Unappropriated Fund Balances	1,857,438	1,857,438	-	0.00%	

Trust Agency
December 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(945,156)	(945,156)	-	0.0%	
30X	Revenue	(622,379)	(664,558)	(42,178)	6.8%	1
5XX	Instructional	1,505,135	1,527,564	22,428	1.5%	
61X	Pupil Personnel Services	32,646	52,996	20,350	62.3%	2
63X	Instruction and Curriculum Development	1,250	1,250	-	0.0%	
64X	Instructional Staff Training Services	-	-	-	n/a	
72X	General Administration (Super)	50	50	-	0.0%	
77X	Central Services	13,404	12,804	(600)	-4.5%	
9XX	Unappropriated Fund Balance	15,050	15,050	-	0.0%	

Trust Agency Fund
December 2022 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	6	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	344001	Gifts, Grants and Bequests	9305	36028	Project Heart				Daily Receipts 12.20.22	0000082673	(350.00)
1	6	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	344001	Gifts, Grants and Bequests	9318	13801	RISE Mentoring Program				Daily Receipts 12.21.22	0000082960	(20,000.00)
1	6	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	349501	Other Misc Local Sources		14649	MTC PostSec. Tuition Othr Fee				December Rev Rec	0000083617	(22,428.20)
1	6	KK_REV_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	30000	Revenue	349501	Other Misc Local Sources		36022	District Events & Trainings				December Rev Rec	0000083617	600.00
																				(42,178.20)
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	61110	Attendance and Social Work	431001	Prof & Technical Services	9318	13801	RISE Mentoring Program				Daily Receipts 12.21.22	0000082961	20,000.00
2	6	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship I	61510	Parental Involvement	451001	Supplies	9305	36028	Project Heart				Daily Receipts 12.20.22	0000082674	350.00
																				20,350.00

Special Revenue
Deember 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(43,948,626)	(44,097,718)	(149,092)	0.3%	
5XX	Instructional	23,948,450	24,445,510	497,060	2.1%	
61X	Pupil Personnel Services	2,700,995	2,825,665	124,670	4.6%	
63X	Curriculum	8,647,460	8,408,807	(238,652)	-2.8%	
64X	Instructional Staff Training	6,877,424	6,638,155	(239,270)	-3.5%	
65X	Instructional Technology	(7,393)	(7,393)	-	0.0%	
72X	General Admin Superintendent	1,518,634	1,518,634	-	0.0%	
73X	School Administration	2,722	2,722	-	0.0%	
75X	Fiscal Services	128,348	128,348	-	0.0%	
77X	Central Services	220,254	222,015	1,761	0.8%	
78X	Transportation	472,071	(1,451,254)	(1,923,325)	-407.4%	1
79X	Operation of Plant	16,035	(1,483,965)	(1,500,000)	-9354.6%	2
82X	Administrative Technology	-	(673,152)	(673,152)	n/a	3
97X	Transfers	(576,373)	3,523,627	4,100,000	-711.3%	4

Special Revenue
December 2022 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
																		Southeast HS - Transfer to Cover Bus		
1	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	436001	Rentals	0431	15001	Grants Program	SDMC4	4930504323	7800000000	Transp. Exp.	0000082620	3,300.00
1	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504053	7800000000	Title III Part A ESOL Cvr Negatives	0000083650	223.24
1	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479001	Miscellaneous Expense	9514	15001	Grants Program	SDMC4	4930504379	7800000000	Transfer Funds from ESSER III amendment	0000083665	(1,326,848.00)
1	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479001	Miscellaneous Expense	9514	15001	Grants Program	SDMC4	4930504379	7800000000	Transfer Funds from ESSER III amendment	0000083709	(600,000.00)
																				(1,923,324.76)
2	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	0771	15001	Grants Program	SDMC4	4930504373	7900000000	Request for additional funds	0000081913	2,000.00
2	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	79010	Operation of Plant	451001	Supplies	9799	15001	Grants Program	SDMC4	4930504373	7900000000	Request for additional funds	0000081913	(2,000.00)
2	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	439001	Other Purchased Services	9512	15001	Grants Program	SDMC4	4930504379	7900000000	Transfer Funds from ESSER III amendment	0000083665	(100,000.00)
2	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	9512	15001	Grants Program	SDMC4	4930504379	7900000000	Transfer Funds from ESSER III amendment	0000083665	(200,000.00)
2	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	451001	Supplies	9799	15001	Grants Program	SDMC4	4930504379	7900000000	Transfer Funds from ESSER III amendment	0000083665	(200,000.00)
2	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	79010	Operation of Plant	464201	Non-Capitalized FF&E	9512	15001	Grants Program	SDMC4	4930504379	7900000000	Transfer Funds from ESSER III amendment	0000083665	(1,000,000.00)
																				(1,500,000.00)
3	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82010	Administrative Technology Serv	464801	Tech FF&E Capitalized	9571	15001	Grants Program	SDMC4	4930504379	8200000000	Transfer Funds from ESSER III amendment	0000083665	**(673,152.00)**
4	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	97010	Transfers	497001	Transfers to Internal Service	9798	15001	Grants Program	SDMC4	4930504379	9700000000	Transfer Funds from ESSER III amendment	0000083665	3,500,000.00
4	6	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	97010	Transfers	497001	Transfers to Internal Service	9798	15001	Grants Program	SDMC4	4930504379	9700000000	Transfer Funds from ESSER III amendment	0000083709	600,000.00
																				4,100,000.00

Food Service Fund
December 2022 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,771,125)	(12,771,125)	-	0.00%	
30X	Revenue	(33,878,684)	(33,878,684)	-	0.00%	
76X	Food Services	33,676,166	33,676,166	-	0.00%	
81X	Maintenance of Plant	-	251	251	n/a	
9XX	Unappropriated Fund Balances	12,973,643	12,973,643	-	0.00%	

AGENDA ITEM NO. 13.2

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on March 28, 2023

Executive Summary
The purpose of the requested amendments is to update the following School Board policies to conform to current legislation and eliminate redundant and obsolete language. The effect is that policies will be current and easier to understand and use.

Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks (Revised)

Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)

Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity (Revised)

Policy 1122.01/3122.01/4122.01 - Prohibition Against Disability Discrimination in Employment (Revised)

Policy 1362/3362/4362/5517 – Anti-Harassment (Revised)

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff (Revised)

Policy 8100 - Interlocal Agreements (Revised)

Policy 9800 - Charter Schools (Revised)

Policy 8407 - Safe School Officers (Revised)

Policy 9142 – Educational Equity Policy (Revised)

Policies will be electronically published, hyperlinked and keyword searchable.

Approving the advertising and setting Public Hearing assures compliance with the provisions of Section 120.54 (3)(a)1, Florida Statutes (2022).

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation

The Superintendent recommends approval of advertising a notice of intent to amend School Board Policies and setting a Public Hearing at the Board Meeting on March 28, 2023.

Financial Impact

The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for 2022-2023.

Contact

Submitting Department: Administration
Initiated By: Kevin Chapman

Attachments:
Policies for March 28, 2023 Public Hearing

Approval of Advertising a Notice of Intent to Amend School Board Policies and Setting a Public Hearing at the Board Meeting on March 28, 2023

Policy 1121.01/3121.01/4121.01 - Criminal Background Screening and Employment History Checks (Revised)

- The revisions to these policies are the result of various provisions in SB 2524 that address background screening and rescreening requirements for certain school district employees, vendors, contractors, and volunteers. Importantly, effective January 1, 2023, the new background screening and rescreening process requires that school districts conduct such screenings in accordance with F.S. 435.12 (i.e. the Care Provider Background Screening Clearinghouse).

Policy 1122/3122/4122 - Nondiscrimination and Equal Employment Opportunity (Revised)
Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity (Revised)

- HB 7 amended F.S. 760.10 (Unlawful Employment Practices) and F.S. 1000.05 (the Florida Educational Equity Act) by making it unlawful discrimination to subject students, employees, or any individual to any activity that espouses, promotes, advances, inculcates, or compels them to believe that certain concepts are discriminatory. The revisions to these policies incorporate the language from HB 7.

Policy 1122.01/3122.01/4122.01 – Prohibition Against Disability Discrimination in Employment (Revised)

- Revised Polices to reflect new Chief of Human Resources for the School District of Manatee County.

Policy 1362/3362/4362/5517 – Anti-Harassment (Revised)

- Revised Polices to reflect new Chief of Human Resources for the School District of Manatee County.

Policy 2520 - Selection and Adoption of Instructional Materials (Revised)

- The revisions to Policies 2520 are the result of SB 1048, SB 2524. The revisions to Policy 2520 incorporate statutory revisions requirements that certain committees utilized during the instructional material adoption process be publicly noticed, that the public be given a reasonable opportunity to comment on the selection, approval, and adoption of instructional materials, that instructional materials be published on the school board's website, and that certain books included in school libraries and on reading lists be selected and approved by a school district employee who holds a valid educational media specialist certificate. The revision to Policy 2520 also include a process for the evaluation and selection of books by a media specialist.

Policy 3120.04 - Employment of Substitute and Part-Time Instructional Staff (Revised)

- Revision made due to Rule 6A-1.0503, F.A.C.

Policy 8100 - Interlocal Agreements (Revised)
Policy 9800 - Charter Schools (Revised)

- SB 758 amended F.S. 1002.33 (Charter Schools) by prohibiting school boards from entering into any interlocal agreement that prevents or limits the creation of a charter school. SB 758 also provides that an interlocal agreement entered into by a school board for the development of only its own district schools, including provisions relating to the extension of infrastructure, may be used by charter schools.
- The revisions to Policy 9800 are also the result of HB 225, HB 899, SB 1048, and SB 2524, and impact the renewal/termination of charter schools, the application procedure, appeals of the proposed termination or nonrenewal of a charter, the timeframe to defer the opening of a charter school's operations, consolidation of multiple charters, virtual charter schools (including references to the soon-to-be adopted Standard Virtual Charter Contract), attendance by charter school governing board members/members of a committee at meetings, charter school operations, distribution of a charter school's proportionate share of salary allocations, School of Hope facilities, and withholding of administrative fees.

Policy 8407 - Safe School Officers (Revised)

- Revisions made due to Rule 6A-1.0018 School Safety Requirements and Monitoring.

Policy 9142 – Educational Equity Policy (Revised)

- Revisions made due to change in Florida Statutes as a result of HB 7.

1121.01 - **CRIMINAL BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS**

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all administrative positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check ~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as an administrator does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~**Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.**~~ A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may ~~shall~~ not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~**Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.**~~

~~**Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an administrative staff member in order to comply with the law.**~~

Furthermore, before employing an administrator in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

Pursuant to State law, all administrators employed by the District must self-report arrests for serious offenses (see AP 1121.01).

~~**Additionally, the fingerprints of all administrators who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.**~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. **Employees for whom the last screening was conducted on or before June 30, 2019 must be rescreened by June 30, 2024;**

B. **Employees for whom the last screen was conducted between July 1, 2019 and June 30, 2021 must be rescreened by June 30, 2025; and**

C. **Employees for whom the last screening was conducted between July 1, 2021 and December 31, 2022 must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023 solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12(13)(a).

Furthermore, if information received as a result of the criminal history records check indicates that a certificated administrator has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Revised 2/13/18
Revised 5/24/22

F.S. 435.09
F.S. 435.12
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.23
F.S. 1012.27
F.S. 1012.315
F.S. 1012.32
F.S. 1012.465
F.S. 1012.56
F.A.C. 6A-10.083

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3121.01 - CRIMINAL BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check ~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as an administrator does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~**Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.**~~ A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may ~~shall~~ not be employed, engaged to provide services, or serve in any position that requires direct contact with students. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~**Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.**~~
~~**Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide services as an instructional staff member in order to comply with the law.**~~

Furthermore, before employing instructional personnel in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, screen the candidate through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the Superintendent shall document efforts to contact the employer (F.S. 1012.27(6)). **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

Pursuant to State law, all instructional staff members employed by the District must self-report arrests for serious offenses (see AP 3121.01).

~~**Additionally, the fingerprints of all instructional staff members who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.**~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. **Employees for whom the last screening was conducted on or before June 30, 2019, must be rescreened by June 30, 2024;**

B. **Employees for whom the last screen was conducted between July 1, 2019, and June 30, 2021, must be rescreened by June 30, 2025; and,**

C. **Employees for whom the last screening was conducted between July 1, 2021, and December 31, 2022, must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023, solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12 (3)(a).

Furthermore, if information received as a result of the criminal history records check indicates that a certificated instructional staff member has been convicted of certain crimes enumerated by law, the Superintendent must report this information to the Florida Department of Education per Policy 8141 - Mandatory Reporting of Misconduct by Certificated Employees.

Revised 2/13/18
Revised 5/24/22

F.S. 435.09
F.S. 435.12
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.10(5)
F.S. 1001.41
F.S. 1001.42
F.S. 1012.23
F.S. 1012.27(6)
F.S. 1012.315
F.S. 1012.32
F.S. 1012.56
F.A.C. 6A-10.083

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4121.01 - CRIMINAL BACKGROUND SCREENING AND EMPLOYMENT HISTORY CHECKS

The safety of its students is of paramount importance to the District. Consistent with this concern for student safety, and in compliance with Florida law, the District requires that, prior to initial employment or re-employment if there has been a break in service, all candidates for all positions shall be subject to a criminal background screening ~~check~~ to determine eligibility for employment.

The application for employment shall inform the applicants that they are subject to a criminal background screening and employment history check~~checks~~.

The cost of the background screening related to initial employment or re-employment after a break in service will be borne by the candidate for employment.

Background screenings, including all fingerprint requirements, shall be conducted in accordance with F.S. 435.12 and F.S. 1012.32.

If it is found that a person who is employed as a support staff member does not meet the screening requirements, the person shall be immediately suspended from working in that capacity and shall remain suspended until final resolution of any appeals.

~~**Fingerprints of candidates for employment or re-employment if there has been a break in service shall be submitted to the Florida Department of Law Enforcement (FDLE) for Statewide criminal and juvenile records checks and to the Federal Bureau of Investigation (FBI) for Federal criminal records checks.**~~

A person who is found ineligible for employment under F.S. 1012.315, or otherwise found through background screening to have been convicted of any crime involving moral turpitude as defined by rule of the State Board of Education, may~~shall~~ not be employed, engaged to provide services, or serve in any position. For purposes of this policy, "convicted" means that there has been a determination of guilt as a result of a trial or the entry of a plea of guilty or nolo contendere, regardless of whether adjudication is withheld, and includes an adjudication of delinquency of a juvenile as specified in F.S. 943.0435.

~~**Probationary persons subject to this section who are terminated because of their criminal record have the right to appeal such decisions.**~~

~~**Individuals whose fingerprints have not been retained by the FDLE must be re-fingerprinted and re-screened upon re-employment or re-engagement to provide service as a support staff member that has direct contact with students in order to comply with the law.**~~

Furthermore, before employing ~~employment~~ support staff in any position that requires direct contact with students, the Superintendent shall conduct employment history checks of each of the candidate's previous employer(s), review each affidavit of separation from previous employers pursuant to F.S. 1012.31, and document the findings. If unable to contact (a) previous employer(s), the Superintendent shall document efforts to contact the employer**(F.S. 1012.27(6)**. **Background screenings for these candidates must also comply with the requirements of F.S. 1012.465 or F.S. 1012.56 (whichever is applicable).**

All support staff members employed by the District must self-report arrests for serious offenses (see AP 4121.01).

~~**Additionally, the fingerprints of all support staff members who are employed by the District and have no break in service must be re-submitted to the FDLE and to the FBI every five (5) years so that subsequent Statewide criminal and juvenile records checks and Federal criminal records checks can be completed as required by law.**~~

The cost of this subsequent background screening will be borne by the Board.

The information contained in reports received from the FDLE and the FBI is confidential.

Although permissible by State law, the District will not share information received as the result of the criminal history background check with other school districts.

Current employees will be rescreened through the Care Provider Background Screening Clearinghouse in accordance with the following schedule:

A. **Employees for whom the last screening was conducted on or before June 30, 2019, must be rescreened by June 30, 2024;**

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C. **Employees for whom the last screening was conducted between July 1, 2021, and December 31, 2022, must be screened by June 30, 2026.**

A person is not required to be rescreened before January 1, 2023, solely for the purpose of retention under F.S. 435.12 if the person was screened before participation by the specified agencies named in F.S. 435.12 (3)(a).

F.S. 435.09
F.S. 435.12
F.S. 943.0435
F.S. 943.0585(4)(a)
F.S. 943.059(4)(a)
F.S. 1001.10(5)
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F.S. 1012.315
F.S. 1012.32
F.S. 1012.465
F.S. 1012.56
F.A.C. 6A-10.083

Revised 2/13/18
Revised 5/24/22

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1122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing and examination, subject individuals to training, instruction, or other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of

nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

A. Compliance Officer(s)

The following person is designated as the Compliance Officer (CO):

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
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(941) 751-6550 x43038
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District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
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215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770 x41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

E. The Superintendent will render his/her decision within ten (10) days of the hearing.

F. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

G. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set

forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. **Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. **Retention of Public Records, Student Records, and Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information (ESI), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Ac*t shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 2/13/18
Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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3122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

I. General Statement

The School Board does not discriminate on the basis of race, (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") in its programs and activities, including employment opportunities.

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction, or any other required activity that is prohibited under F.S. 760.10 and F.S.1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

It is the legal obligation and the policy of the Board to employ only those persons who are best qualified, with or without reasonable accommodations.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

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Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

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For purposes of this policy, "military status" refers to a person's status in the uniformed services, which includes the performance of duty, on a voluntary basis, or involuntary basis, in a uniformed service including active duty, active duty for training, initial active duty for training, inactive duty for training, and full-time National Guard duty. It also includes the period of time for which a person is absent from employment for the purpose of an examination to determine the fitness of the person to perform any such duty as listed above.

III. District Compliance Officer(s)

The Superintendent shall appoint compliance officers whose responsibility it will be to require that Federal and State regulations are complied with and that any inquiries or complaints are dealt with promptly in accordance with law. The Superintendent shall also require that proper notice of

nondiscrimination for Title II, Title VI, and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and the Age Discrimination in Employment Act will be provided to staff members and the general public. Any sections of the District's collectively bargained, negotiated agreements dealing with hiring, promotion, and tenure will contain a statement of nondiscrimination similar to that in the Board's statement above.

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Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) calendar days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

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D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

The Superintendent will render his/her decision within ten (10) days of the hearing.

E. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

F. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

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Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

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The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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4122 - NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

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Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

IV. Complaint Procedures

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any employee who alleges to have been subjected to unlawful discrimination, may utilize the following complaint procedures as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter. Nothing contained in this policy is intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations ("FCHR"), or the Equal Employment Opportunity Commission ("EEOC").

In accordance with Federal and State law, employees will be notified of their right to file an internal complaint regarding an alleged violation, misinterpretation, or misapplication of Federal and/or State law. In addition, employees will be notified of their right to file a complaint with the OCR, FCHR, or EEOC.

Internal complaints must be in writing and identify the specific circumstances or areas of dispute that have given rise to the complaint and offer possible solutions to the dispute. The complaint must be filed with a compliance officer within the time limits specified below. The compliance officer is available to assist individuals in filing a complaint.

V. Internal Complaint Procedure

The following internal complaint procedure is available to employees for the prompt and equitable resolution of complaints alleging discrimination that is prohibited in this policy. This complaint procedure is not available to unsuccessful applicants. Use of the internal complaint procedure is not a prerequisite to the pursuit of other remedies, including the filing of a complaint with the OCR, FCHR, or EEOC.

A. An employee with a complaint based on alleged discrimination may first discuss the problem with the compliance officer.

B. If the informal discussion does not resolve the matter, or if the employee skips Step A, the individual may file a formal written complaint with the compliance officer. The written complaint must contain the name and address of the individual or representative filing the complaint, be signed by the complainant or someone authorized to sign for the complainant, describe the alleged discriminatory action in sufficient detail to inform the compliance officer of the nature and date of the alleged violation, and propose a resolution. The complaint must be filed within thirty (30) days of the circumstances or event giving rise to the complaint unless the time for filing is extended by the compliance officer for good cause.

C. The compliance officer will conduct an independent investigation of the matter (which may or may not include a hearing). This complaint procedure contemplates informal, but thorough investigations, affording all interested persons and their representatives, if any, an opportunity to present witnesses and other evidence relevant to the complaint. The compliance officer will provide the complainant with a written disposition of the complaint within ten (10) workdays. If no decision is rendered within ten (10) days, or the decision is unsatisfactory in the opinion of the complainant, the employee may file, in writing, an appeal with the Superintendent.

D. The Superintendent will, within ten (10) days of receiving the written appeal, conduct a hearing with all parties involved in an attempt to resolve the complaint.

E. The Superintendent will render his/her decision within ten (10) days of the hearing.

F. The employee may be represented, at his/her own cost, at any of the above-described meetings/hearings.

G. The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

If it is determined that the complainant was subjected to unlawful discrimination, the CO must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

VI. Filing a Complaint with OCR/FCHR/EEOC

At any time, if an employee believes that they have been subjected to unlawful discrimination, the individual may file a complaint with the OCR, FCHR, or EEOC.

VII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set

forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

VIII. **Training**

The compliance officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Federal and State law, and are informed of the Board's policies and practices with respect to fully implementing and complying with the requirements of Federal and State law.

IX. **Notice**

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the compliance officers will be posted throughout the District, and published in the District's recruitment statements or general information publications as required by Federal and State law and this policy.

X. **Retention of Public Records, Student Records, and Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation in accordance with the Boards' records retention policy and applicable Federal and State law. Any records which are considered student records in accordance with the *Family Education Rights and Privacy Act* shall also be maintained in a manner consistent with the provisions of the Federal and State law.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315 (crated or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records and retention schedule.

Revised 2/13/18
Revised 9/10/19
Revised 11/9/21
Revised 4/12/22

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2260 - **NONDISCRIMINATION AND ACCESS TO EQUAL EDUCATIONAL OPPORTUNITY**

I. **General Statement**

Any form of discrimination or harassment can be devastating to an individual's academic progress, social relationship, and/or personal sense of self-worth. As such, the School Board will not discriminate nor tolerate harassment in its educational programs or activities on the basis of race, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information, which are classes protected by State and/or Federal law (collectively "protected classes").

The Board does not, as a condition of employment, membership, certification, licensing, credentialing, or passing an examination, subject individuals to training, instruction or any other required activity that is prohibited under F.S. 760.10 and F.S. 1000.05. Prohibited discrimination also occurs when any student or employee is subjected to training or instruction that is unlawful under F.S. 1000.05.

The Board also does not discriminate on the basis of protected classes in its employment policies and practices as they relate to students.

Equal educational opportunities shall be available to all students, without regard to the protected classes, age (unless age is a factor necessary to the normal operation or the achievement of any legitimate objective of the program/activity), place of residence within the boundaries of the District, or social or economic background, to learn through the curriculum offered in this District. Educational programs shall be designed to meet the varying needs of all students.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

In order to achieve the aforesaid goal, the Superintendent shall:

A. Curriculum Content

review current and proposed courses of study and textbooks to detect any bias based upon the protected classes, as well as sexual orientation or transgender identity, ascertaining whether or not supplemental materials, singly or taken as a whole, fairly depict the contribution of both genders, various races, ethnic groups, etc., toward the development of human society;

B. Staff Training

develop an ongoing program of in-service training for school personnel designed to identify and solve problems of bias based upon the protected classes, in all aspects of the program;

C. Student Access

1. review current and proposed programs, activities, facilities, and practices to verify that all students have equal access thereto and are not segregated on the basis of the protected classes, in any duty, work, play, classroom, or school practice, except as may be permitted under State and Federal laws and regulations;

2. verify that facilities are made available for non-curricular student activities that are initiated by parents or other members of the community, including but not limited to any group that is officially affiliated with the Boy Scouts of America or any other youth group listed in Title 36 of the United States Code as a patriotic society pursuant to Board Policy 7510 - Use of District Facilities;

In accordance with Florida statute, the Board may establish and maintain a single-gender nonvocational class, extra-curricular activity, or school for elementary, middle, or high school students.

D. District Support

verify that like aspects of the District's program receive like support as to staff size and compensation, purchase and maintenance of facilities and equipment, access to such facilities and equipment, and related matters;

E. Student Assessment

verify that tests, procedures, or guidance and counseling materials, which are designed to evaluate student progress, rate aptitudes, analyze personality, or in any manner establish or tend to establish a category by which a student may be judged, are not differentiated or stereotyped on the basis of the protected classes, as well as sexual orientation or transgender identity.

II. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful discrimination/retaliation, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged discrimination/retaliation.

Respondent is the individual who has been alleged to have engaged in unlawful discrimination/retaliation, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged discrimination/retaliation.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

III. District Compliance Officer(s)

A. Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs").

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
Bradenton, Florida 32403
(941) 751-6550 x43038
Email: Edwards2p@manateeschools.net

District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
~~Student~~ School Support Center
215 Manatee Avenue West
Bradenton, Florida 34205

(941) 708-8770 x41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

C. Duties and Responsibilities

The COs are responsible for coordinating the District's efforts to comply with applicable Federal and State laws and regulations, including the District's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination or denial of equal access. The CO(s) shall also verify that proper notice of nondiscrimination for Title II of the Americans with Disabilities Act (as amended), Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, the Florida Civil Rights Act of 1992, the Florida Educational Equity Act, and/or their implementing regulations is provided to students, their parents, staff members, and the general public. A copy of each of the acts and regulations on which this notice is based may be found in the CO's office.

D. Students with Disabilities, Limited English Proficiency, or Other Needing Additional Services

The Superintendent shall annually attempt to identify children with disabilities, ages 3-22, who reside in the District but do not receive public education. In addition, s/he shall establish procedures to identify students who are Limited English Proficient (LEP), including immigrant children and youth, to assess their ability to participate in District programs, and develop and administer a program that meets the English language and academic needs of these students. This program shall include procedures for student placement, services, evaluation, and exit procedures and shall be designed to provide students with effective instruction that leads to academic achievement and timely acquisition of proficiency in English. As a part of this program, the District will evaluate the progress of students in achieving English language proficiency in the areas of listening, speaking, reading, and writing, on an annual basis (see AP 2260F). The Superintendent is responsible for verifying that a concentration of students who are Limited English Proficient (LEP) in one or more programs is not the result of discrimination.

E. The Board is committed to educating (or providing for the education of) each qualified person with a disability with persons who are not disabled to the maximum extent appropriate. Generally, the District will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment, even with the use of supplementary aids and services cannot be achieved satisfactorily. If the Board operates a separate class or facility that is identifiable as being for persons with disabilities, the facility, program, and activities and services must be comparable to the facilities, programs, and activities and services offered to students without a disability.

IV. Reports and Complaints of Unlawful Discrimination and Retaliation

Students and Board employees are required, and all other members of the School District community and Third Parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. Any teacher, administrator, supervisor, or other District employee or official who receives such a complaint shall file it with the CO at his/her first convenience and/or within two (2) business days.

Members of the School District community, which includes students or third parties, who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the

facts are known and potential witnesses are available.

If, during an investigation of alleged bullying, aggressive behavior and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the Principal believes that the reported misconduct may constitute unlawful discrimination based on a protected class, the Principal shall report the act to one of the COs who shall investigate the allegation in accordance with this policy. While the CO investigates the allegation, the Principal shall suspend the Policy 5517.01 investigation to await the CO's written report. The CO shall keep the Principal informed of the status of the Policy 2260 investigation and provide the Principal with a copy of the resulting written report.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept reports of unlawful discrimination/retaliation directly from any member of the School District community Third Party, or receive reports that are initially filed with another Board employee. Upon receipt of a report of alleged discrimination/retaliation, the CO will contact the Complainant and begin either an informal or formal complaint process (depending on the Complainant's request and the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to the Complainant and the Respondent. In the case of a formal complaint, the CO will prepare recommendations for the Superintendent or oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of discrimination/retaliation that are reported to them to the CO within two (2) business days of learning of the incident/conduct.

Any Board employee who directly observes unlawful discrimination/retaliation of a student is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if the Complainant is under the age of eighteen (18), within two (2) school days to advise s/he/them of the Board's intent to investigate the alleged wrongdoing.

V. Investigation and Complaint Procedure

Except for sex discrimination and/or Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Programs or Activities, any student who alleges to have been subjected to unlawful discrimination or retaliation may seek resolution of the complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims of discrimination/retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals are encouraged to file a complaint within thirty (30) days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights ("OCR"). The Atlanta Office of the OCR can be reached at 61 Forsyth Street, SW. - Suite 19T10, Atlanta, GA 30303-8927 Phone: (404) 974-9406 FAX; (404) 974-9471 Web: http://www.ed.gov/ocr.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student alleges unlawful discrimination/retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

Students who believe that they have been unlawfully discriminated/retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee or any other adult member of the School District community and a student will be formally investigated.

B. As an initial course of action, if a Complainant feels comfortable and safe doing so, the individual should tell or otherwise inform the Respondent that the allegedly discriminatory/retaliatory conduct is inappropriate and must stop. The Complainant should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel the Complainant when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to directly approach the Respondent about the inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination (e.g., sex discrimination), the CO may advise against the use of the informal complaint process.

C. A Complainant who alleges unlawful discrimination/retaliation may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the COs.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide the Complainant with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the student claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one (1) or more of the following:

1. Advising the Complainant about how to communicate concerns to the Respondent.

2. Distributing a copy of Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the CO may arrange and facilitate a meeting or mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the COs in accordance with the Board's records retention policy and/or student records policy. (See Policy 8310)

D. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one (1) of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the Complainant, from the outset, elects to file a formal complaint, or the Compliance Officer(s) determines the allegations are not appropriate for resolution

through the informal process, the formal complaint process shall be implemented.

The Complainant may file a formal complaint, either orally or in writing, with a teacher, Principal, or other District official at the student's school, the CO, Superintendent, or another District official who works at another school or at the District level. Due to the sensitivity surrounding complaints of unlawful discrimination, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a formal complaint within thirty (30) days after the conduct occurs. If a Complainant informs a teacher, Principal, or other District official at the student's school, Superintendent, or other District employee, either orally or in writing, about any complaint of discrimination/retaliation, that employee must report such information to the CO within two (2) days.

Throughout the course of the process, the CO should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent a detailed description of the facts upon which the complaint is based (i.e., when where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the CO should consult Complainant to assess whether the individual agrees with the proposed action. If the complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deems appropriate in consultation with the Superintendent.

Within two (2) days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the complainant has been subjected to unlawful discrimination/retaliation. A Principal will not conduct an investigation unless directed to do so by the CO.

Simultaneously, the CO will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 2260 - Nondiscrimination and Access to Equal Educational Opportunity. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days of receiving the formal complaint. The investigation will include:

1. interviews with the complainant;

2. interviews with the respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other information presented by the complainant, respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or designee shall prepare and deliver a written report to the Superintendent that summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in Board policy and State and Federal law as to whether the Respondent has engaged in unlawful discrimination/retaliation of the Complainant. The CO's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if unlawful discrimination or retaliation occurred, a preponderance of evidence standard will be used. The CO may consult with the Board's legal counsel before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the CO or designee, the Superintendent must either issue a written decision regarding whether the charges have been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) days. At the conclusion of the additional investigation, the Superintendent shall issue a final written decision as described above.

If the Superintendent determines the Respondent engaged in unlawful discrimination/retaliation toward the Complainant, the Superintendent must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation. The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Superintendent shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the student alleging the unlawful discrimination/retaliation pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected not to disclose to third parties any information that is learned or provided during the course of the investigation.

All records created as a part of an investigation of a complaint of discrimination/retaliation will be maintained by the CO in accordance with the Board's records retention policy. Any records that are considered student education records in accordance with the Family Educational Rights and Privacy Act or under Florida's student records law will be maintained in a manner consistent with the

provisions of the Federal and State law.

VII. **Sanctions and Monitoring**

The Board shall vigorously enforce its prohibitions against unlawful discrimination/retaliation by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. **Retaliation**

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. **Education and Training**

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information, provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

X. **Retention of Investigatory Records and Materials**

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities related to the investigation and/or the District's response to the alleged violation of this policy;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any interim measures offered and/or provided to complainants, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Codes of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination**, or** ~~or~~ harassment**, or retaliation**; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

Revised 10/23/18
Revised 8/13/19
Revised 11/9/21
Revised 4/12/22

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1122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

The School Board prohibits discrimination against any employee or applicant based upon his/her disability. As such, the Board will not engage in employment practices or adopt policies that discriminate on the basis of disability, or otherwise discriminate against qualified individuals with disabilities in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment. The Board further will not limit, segregate, or classify applicants or employees in any way that adversely affects their opportunities or status because of disability. Additionally, the Board will not participate in any contractual or other relationships that have the effect of subjecting qualified individuals with disabilities who are applicants or employees to discrimination on the basis of disability.

"An individual with a disability" means a person who has, had a record of, or is regarded as having, a physical or mental impairment that substantially limits one or more major life activities. Major life activities are functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, eating, sleeping, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, sitting, reaching, interacting with others, and working.

Major life activities also include the operation of a major bodily function, including, but not limited to, functions of the immune system, special sense organs and skin, normal cell growth, and digestive, genitourinary, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, hemic, lymphatic, musculoskeletal, and reproductive functions. The operation of a major bodily function includes the operation of an individual organ within a body system.

An impairment that is episodic in nature or in remission is considered a disability if it would substantially limit a major life activity when active.

The determination of whether an impairment substantially limits a major life activity must be made without regard to the ameliorative effects of mitigating measures such as medication, medical supplies, equipment or appliances, low-vision devices (defined as devices that magnify, enhance, or otherwise augment a visual image, but not including ordinary eyeglasses or contact lenses), prosthetics (including limbs and devices), hearing aid(s) and cochlear implant(s) or other implantable hearing devices, mobility devices, oxygen therapy equipment or supplies, use of assistive technology, reasonable accommodations or "auxiliary aides or services," learned behavioral or adaptive neurological modifications, psychotherapy, behavioral therapy, or physical therapy.

A qualified person with a disability means the individual satisfies the requisite skill, experience, education and other job-related requirements of the employment position such individual holds or desires and, with or without reasonable accommodation, can perform the essential functions of the job in question.

The Board will provide a reasonable accommodation to a qualified individual who has an actual disability or who has a record of a disability, unless the accommodation would impose an undue hardship on the operation of the District's program and/or activities. A reasonable accommodation is not necessarily required for an individual who is merely regarded as having a disability.

District Compliance Officers

The following persons are designated as the District Section 504 Compliance Officers/ADA Coordinators ("District Compliance Officers"):

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
Bradenton, Florida 32403
(941) 751-6550 x43038
Email: Edwards2p@manateeschools.net

District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
~~Student~~ School Support Center

215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770 x41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

The name(s), title(s), and contact information of this/these individual(s) will be published annually in the staff handbooks and/or on the School District's website.

The District Compliance Officers are responsible for coordinating the District's efforts to comply with and fulfill its responsibilities under Section 504 and Title II of the Americans with Disabilities Act, as amended ("ADA"). A copy of Section 504 and the ADA, including copies of their implementing regulations, may be obtained from either of the District Compliance Officers.

The District Compliance Officers will oversee the investigation of any complaints of discrimination based on disability, which may be filed pursuant to the Board's adopted internal complaint procedure, and will attempt to resolve such complaints. The Board will provide for the prompt and equitable resolution of complaints alleging violations of Section 504/ADA.

Complaint Procedures

If a person believes that s/he has been discriminated against on the basis of his/her disability in regard to job application procedures, the hiring, advancement or discharge of employees, employee compensation, job training, or other terms, conditions and privileges of employment, the person may utilize the complaint procedures set forth in Policy 1122 - Nondiscrimination and Equal Employment Opportunity as a means of reaching, at the lowest possible administrative level, a prompt and equitable resolution of the matter.

Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

Filing a Complaint with OCR/Florida Commission on Human Relations/EEOC

At any time, if an employee believes that s/he has been subjected to discrimination based upon his/her disability in violation of Section 504 or the ADA, the individual may file a complaint with the U.S. Department of Education's Office for Civil Rights ("OCR"), the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission ("EEOC").

Appealing to OCR/Florida Commission on Human Relations/EEOC

If the complainant is not satisfied with the Superintendent's decision, the complainant will have an additional sixty (60) days to appeal the decision to the United States Department of Education Office of Civil Rights, Florida Commission on Human Relations, or the Equal Employment Opportunity Commission.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination, or participates as a witness in an investigation, is prohibited. Specifically, the Board will not discriminate/retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by Section 504 or the ADA, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Revised 2/13/18
Revised 4/12/22

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3122.01 - **PROHIBITION AGAINST DISABILITY DISCRIMINATION IN EMPLOYMENT**

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District Compliance Officers

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Schools and Educational Facilities
Dr. Robert "Pace" Edwards
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2501 63rd Avenue East
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Facilities

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Revised 2/13/18
Revised 4/12/22

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Retaliation

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Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

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Training

The District Compliance Officers will also oversee the training of employees in the District so that all employees understand their rights and responsibilities under Section 504 and the ADA, and are informed of the Board's policies, administrative procedures and practices with respect to fully implementing and complying with the requirements of Section 504/ADA.

The Board will provide in-service training and consultation to staff responsible for the education of persons with disabilities, as necessary and appropriate.

Facilities

No qualified person with a disability will, because the District's facilities are inaccessible to or unusable by persons with disabilities, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity to which Section 504/ADA applies.

For facilities constructed or altered after June 3, 1977, the District will comply with applicable accessibility standards. For those existing facilities constructed prior to June 3, 1977, the District is committed to operating its programs and activities so that they are readily accessible to persons with disabilities.

Notice

Notice of the Board's policy on nondiscrimination in employment practices and the identity of the District's Compliance Officers will be published on the District's website and posted throughout the District, and included in the District's recruitment statements or general information publications.

Technical Change 10/5/20

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1362 - **ANTI-HARASSMENT**

I. **General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
Bradenton, Florida 32403
(941) 751-6550 x43038
Email: Edwards2p@manateeschools.net

District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
~~Student~~ School Support Center
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770 x41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and/ or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a

designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an

informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be

completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this

policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and

Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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3362 - **ANTI-HARASSMENT**

I. **General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
Bradenton, Florida 32403
(941) 751-6550 x43038
Email: Edwards2p@manateeschools.net

District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
~~Student~~ School Support Center
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770 x 41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information of these individuals will be published annually in the staff handbooks and/or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

C. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer is assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a

designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an

informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be

completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this

policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and

Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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4362 - ANTI-HARASSMENT

I. General Policy Statement

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Superintendent will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes"; hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Superintendent will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Superintendent will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any staff member found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. Other Violations of the Anti-Harassment Policy

The Superintendent will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. Definitions

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation. This unlawful harassment may include, but not be limited to, the following:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. "Harassment" means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal, or physical conduct directed against a student or a school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical

conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Unwanted physical and/or sexual contact.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes, or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.

12. Consensual sexual relationships where such relationship leads to favoritism of a subordinate employee with whom the superior is sexually involved and where such favoritism adversely affects other employees or otherwise creates a hostile work environment.

13. Verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

14. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based and gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's employment, or such that it creates a hostile or abusive employment or educational environment.

D. Sexual Cyber Harassment

Pursuant to Florida law, "sexual cyber harassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal

conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Members of the School District community and Third Parties, which includes all staff, are encouraged to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Superintendent may address the conduct before it becomes severe, pervasive, or persistent. Any administrator, supervisor, or other District official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community and Third Parties who believe they have been unlawfully harassed by another member of the School District community or a Third Party are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the Complainant makes the complaint maliciously or with knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile work environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 1362 investigation and provide the Principal with a copy of the resulting written report. Likewise, the Title IX Coordinator will provide the Principal with the determination of responsibility that results from

the Policy 2266 grievance process.

A. Compliance Officer

The following individuals serve as "Compliance Officer" for the District. They are hereinafter referred to as the "Compliance Officer". The CO shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
Bradenton, Florida 32403
(941) 751-6550 x43038
Email: Edwards2p@manateeschools.net

District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
~~Student~~ School Support Center
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770 x 41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication Required

The name(s), title(s), and contact information of these individuals will be published annually in the Staff handbooks and/or on the School District's website.

The names, titles, and/or contact information of the persons presently serving as Compliance Officer may change from time to time, and such changes shall be deemed technical corrections within the meaning of Bylaw 0131.1 and shall be made pursuant to that bylaw.

E. Duties and Responsibilities

An Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and Third Parties who seek support or advice when informing another individual about "unwelcome" conduct, or to intercede informally on behalf of the individual in those instances where concerns have not resulted in the filing of a formal complaint and where all parties are in agreement to participate in an informal process.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Anti-Harassment Compliance Officer within two (2) days. Thereafter, the Compliance Officer or designee must contact the Complainant, if over age eighteen (18) or the Complainant's parents/guardians if the Complainant is under the age eighteen (18), within two (2) days to advise of the Superintendent's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officer are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints which are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, the Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare, after consultation with the Staff Attorney, recommendations for the Superintendent or will oversee the preparation of such recommendations by a

designee. All members of the School District community must report incidents of unlawful harassment which are reported to them to an Compliance Officer within five (5) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any employee or other member of the School District community or Third Party who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful harassment or retaliation with the United States Department of Education, Office for Civil Rights (OCR), the Florida Commission on Human Relations (FCHR), and/or the Equal Employment Opportunity Commission (EEOC).

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student, other member of the School District community, or Third Party who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Employees, other members of the School District community, or Third Parties who believe that they have been unlawfully harassed or retaliated against may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a District employee, any other adult member of the School District community, or a Third Party and a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officer is available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officer who will either facilitate an informal resolution as described below or appoint another individual to facilitate an

informal resolution.

The School District's informal complaint procedure is designed to provide employees, other members of the School District community, or Third Parties who believe they are being unlawfully harassed by another individual with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officer may arrange and facilitate a meeting or mediation between the Complainant and Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officer or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

All materials generated as part of the informal complaint process will be retained by the Compliance Officers or designee in accordance with the Board's records retention policy. (See Policy 8310 and Policy 8320)

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of an employee, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official. Due to the sensitivity surrounding complaints of unlawful harassment and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official, the Compliance Officer, Superintendent, or other District official, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer within two (2) days.

Throughout the course of the process as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); a list of potential witnesses; and the resolution sought by the complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the Complainant from further harassment or retaliation including but not limited to a change of work assignment or schedule for the Complainant and/or the Respondent. In making such a determination, the Compliance Officer should consult the Complainant to assess his/her agreement to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subjected to offensive conduct/harassment/retaliation. The Principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Simultaneously, the Compliance Officer will inform the Respondent that a formal complaint has been received. The respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The respondent must also be informed of the opportunity to submit a written response to the formal complaint within five (5) days.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment/retaliation within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer/designee shall consult with the Staff Attorney. A written report shall then be prepared and delivered to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether the Respondent engaged in unlawful harassment/retaliation of the Complainant. The Compliance Officer recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be

completed within five (5) days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

The Superintendent reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Superintendent also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Superintendent.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the Complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality, however, cannot be guaranteed. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the Family Educational Rights and Privacy Act will be maintained in a manner consistent with the provisions of the Federal and State laws.

VII. Sanctions and Monitoring

The Superintendent shall vigorously enforce the Board's prohibitions against unlawful harassment by taking appropriate action reasonably calculated to stop the harassment/retaliation and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Superintendent may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Superintendent becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officer or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy and shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this

policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel;

D. any written documentation of actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

N. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

O. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

P. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

Q. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, and

Policy 8320 for not less than three (3) years, but longer if required by the District's records retention schedule.

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5517 - **ANTI-HARASSMENT**

I. **General Policy Statement**

It is the policy of the School Board to maintain an educational and work environment that is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against discriminatory harassment on the basis of race (including anti-Semitism [as defined in Bylaw 0100]), ethnicity, color, national origin, sex (including sexual orientation, gender status, or gender identity), disability (including HIV, AIDS, or sickle cell trait), pregnancy, marital status, age (except as authorized by law), religion, military status, ancestry, or genetic information which are classes protected by State and/or Federal law (collectively, "protected classes") (hereinafter referred to as unlawful harassment), and encourages those within the School District community as well as Third Parties, who feel aggrieved to seek assistance to rectify such problems. The Board will investigate all allegations of unlawful harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment, prevent its reoccurrence, and remedy its effects. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

The District will offer counseling services to any person found to have been subjected to unlawful harassment, and, where appropriate, the person(s) who committed the unlawful harassment.

Further, nothing in this policy shall be construed to abridge the rights of students or school employees that are protected by the First Amendment to the Constitution of the United States.

II. **Other Violations of the Anti-Harassment Policy**

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

A. Retaliating against a person who has made a report or filed a complaint alleging unlawful harassment, or who has participated as a witness in a harassment investigation.

B. Filing a malicious or knowingly false report or complaint of unlawful harassment.

C. Disregarding, failing to investigate adequately, or delaying the investigation of allegations of unlawful harassment, when responsibility for reporting and/or investigating unlawful harassment charges comprises part of one's supervisory duties.

III. **Definitions**

Words used in this policy shall have those meanings defined herein; words not defined herein shall be construed according to their plain and ordinary meanings.

Complainant is the individual who alleges, or is alleged, to have been subjected to unlawful harassment, regardless of whether the person files a formal complaint or is pursuing an informal resolution to the alleged harassment.

Respondent is the individual who has been alleged to have engaged in unlawful harassment, regardless of whether the reporting party files a formal complaint or is seeking an informal resolution to the alleged harassment.

School District community means students and Board employees (i.e., administrators, and professional and classified staff), as well as Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

Third Parties include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off District property).

Day(s): Unless expressly stated otherwise, the term "day" or "days" as used in this policy means business day(s) (i.e., a day(s) that the Board office is open for normal operating hours, Monday – Friday, excluding State-recognized holidays).

A. Bullying

Bullying rises to the level of unlawful harassment when one or more persons systematically and chronically inflict physical hurt or psychological distress on one (1) or more students or employees and that bullying is based upon sex, race (including anti-Semitism), color, national origin, religion, or disability, that is, characteristics that are protected by Federal civil rights laws. It is defined as any unwanted and repeated written, verbal, or physical behavior, including any threatening, insulting, or dehumanizing gesture, by an adult or student, that is severe or pervasive enough to create an intimidating, hostile, or offensive educational environment; cause discomfort or humiliation; or unreasonably interfere with the individual's school performance or participation; and may involve:

1. teasing;
2. threats;
3. intimidation;
4. stalking;
5. cyberstalking;
6. cyberbullying;
7. physical violence;
8. theft;
9. sexual, religious, or racial harassment;
10. public humiliation; or
11. destruction of property.

B. Harassment

Harassment means any threatening, insulting, or dehumanizing gesture, use of data or computer software, or written, verbal or physical conduct directed against a student or school employee that:

1. places a student or school employee in reasonable fear of harm to his/her person or damage to his/her property;
2. has the effect of substantially interfering with a student's educational performance, opportunities, or benefits; or
3. has the effect of substantially disrupting the orderly operation of a school.

C. Sexual Harassment

For purposes of this policy and consistent with Title VII of the Civil Rights Act of 1964, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

1. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity.

2. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual.

3. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of any gender against a person of the same or another gender.

Sexual Harassment covered by Policy 2266 – Nondiscrimination on the Basis of Sex in Education Programs or Activities is not included in this policy. Allegations of such conduct shall be addressed solely by Policy 2266.

Prohibited acts that constitute sexual harassment under this policy may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

1. Unwelcome sexual propositions, invitations, solicitations, and flirtations.

2. Physical and/or sexual assault.

3. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs, activities, or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.

4. Unwelcome verbal expressions, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, profanity, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.

5. Sexually suggestive objects, pictures, graffiti, videos, posters, audio recordings, or literature, placed in the work or educational environment, that may reasonably embarrass or offend individuals.

6. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.

7. Asking about, or telling about, sexual fantasies, sexual preferences, or sexual activities.

8. Speculations about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

9. Giving unwelcome personal gifts such as lingerie that suggest the desire for a romantic relationship.

10. Leering or staring at someone in a sexual way, such as staring at a person's breasts, buttocks, or groin.

11. Pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to

another.

12. Verbal, nonverbal or physical aggression, intimidation, or hostility based on sex or sex-stereotyping that does not involve conduct of a sexual nature.

13. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Sex-based or gender-based conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects, limits, or denies an individual's education, or such that it creates a hostile or abusive educational environment, or such that it is intended to, or has the effect of, denying or limiting a student's ability to participate in or benefit from the educational program or activities.

D. Sexual Cyberharassment

Pursuant to Florida law, "sexual cyberharassment" means to publish to an Internet website or disseminate through electronic means to another person a sexually explicit image of a person that contains or conveys the personal identification information of the depicted person without the depicted person's consent, contrary to the depicted person's reasonable expectation that the image would remain private, for no legitimate purpose, with the intent of causing substantial emotional distress to the depicted person. Evidence that the depicted person sent a sexually explicit image to another person does not, on its own, remove his/her reasonable expectation of privacy for that image. Sexual cyber harassment may be a form of sexual harassment.

E. Race/Color Harassment (Including Anti-Semitism)

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Prohibited anti-Semitism harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's Jewish heritage and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is based upon a certain perception of the Jewish people, which may be expressed as hatred toward Jewish people, rhetorical and physical manifestations of anti-Semitism directed toward a person, his/her property, or toward Jewish community institutions or religious facilities.

F. Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

G. National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose

or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

H. Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disability, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like.

I. Pregnancy Harassment

Prohibited pregnancy harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's pregnancy and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's pregnancy and condition of pregnancy.

IV. Reports and Complaints of Harassing Conduct

Board employees are required to promptly report incidents of unlawful harassing conduct to an administrator, supervisor, or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Students and all other members of the School District community, as well as Third Parties, are encouraged to promptly report incidents of unlawful harassing conduct to a teacher, administrator, supervisor, or other School District employee or official so that the Board may address the conduct before it becomes severe, pervasive, or persistent. Any teacher, administrator, supervisor, or other District employee or official who receives such a report shall file it with the District's Anti-Harassment Compliance Officer within two (2) days of receiving the report of harassment.

Members of the School District community, which includes students, or Third Parties who believe they have been unlawfully harassed are entitled to utilize the Board's complaint process that is set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the Complainant's employment or participation in educational or extra-curricular programs unless the complaining individual makes the complaint maliciously or with the knowledge that it is false. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

If, during an investigation of reported act of bullying and/or harassment in accordance with Policy 5517.01 – Bullying and Harassment, the principal or his/her designee believes that the reported misconduct may have created a hostile learning environment and may have constituted unlawful discriminatory harassment based on sex, race (including anti-Semitism), color, national origin, religion, or disability, the principal or his/her designee will report the act of bullying and/or harassment to one of the Compliance Officers who shall investigate the allegation in accordance with this policy. If the alleged harassment involves Sexual Harassment as defined by Policy 2266, the matter will be handled in accordance with the grievance process and procedures outlined in Policy 2266. While the Compliance Officer investigates the allegation, or while the matter is being addressed pursuant to Policy 2266, the Principal shall suspend the Policy 5517.01 investigation to await the Compliance Officer's written report or the determination or responsibility pursuant to Policy 2266. The Compliance Officer shall keep the Principal informed of the status of the Policy 5517 investigation and provide the Principal with a copy of the resulting written report. Likewise,

the Title IX Coordinator will provide the Principal with the determination of responsibility that results from the Policy 2266 grievance process.

A. Compliance Officers

The Board designates the following individuals to serve as the District's "Compliance Officers" (also known as "Civil Rights Coordinators"; hereinafter referred to as the "COs").

The COs shall also serve as the District's Section 504 Compliance Officer/ADA Coordinator and Title IX Coordinators.

Schools and Educational Facilities
Dr. Robert "Pace" Edwards
Title IX Coordinator
2501 63rd Avenue East
Bradenton, Florida 32403
(941) 751-6550 x43038
Email: Edwards2p@manateeschools.net

District & Employment
Richard Bailey ~~Wendy Mungillo~~
~~Director~~ Chief of Human Resources
~~Student~~ School Support Center
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770 x41239
Email: baileyr3@manateeschools.net ~~mungillow@manateeschools.net~~

B. Publication Required

The names, titles, and contact information for these individuals will be published annually in the staff handbooks and/or on the School District's website.

A Compliance Officer will be available during regular school/work hours to discuss concerns related to unlawful harassment, to assist students, other members of the School District community, and third parties who seek support or advice when informing another individual about "unwelcome" conduct or to intercede informally on behalf of the student.

C. Duties and Responsibilities

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Compliance Officers within two (2) business days. Thereafter, the Compliance Officer or designee must contact the Complainant, if age eighteen (18) or older, or the Complainant's parents/guardians if under the age of eighteen (18), within two (2) business days to advise them of the Board's intent to investigate the alleged misconduct, including the obligation of the compliance officer or designee to conduct an investigation following all the procedures outlined for a formal complaint.

The Compliance Officers are assigned to accept complaints of unlawful harassment directly from any member of the School District community or a visitor to the District or to receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint either directly or through a school building administrator, a Compliance Officer will begin either an informal or formal process (depending on the request of the member of the School District community alleging harassment or the nature of the alleged harassment), or the Compliance Officer will designate a specific individual to conduct such a process. In the case of a formal complaint, the Compliance Officer will prepare recommendations for the Superintendent or will oversee the preparation of such recommendations by a designee. All members of the School District community must report incidents of harassment that are reported to them to the Compliance Officer within two (2) days of learning of the incident.

V. **Investigation and Complaint Procedure**

Except for Sexual Harassment that is covered by Policy 2266 - Nondiscrimination on the Basis of Sex in Education Program or Activities, any student who believes that they have been subjected to unlawful harassment may seek resolution of the complaint through the procedures described below. The formal complaint process involves an investigation of the Complainant's claims of harassment or retaliation and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of a student to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, and/or the Equal Employment Opportunity Commission.

A. Informal Complaint Procedure

The goal of the informal complaint procedure is to promptly stop inappropriate behavior and to facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for a student who alleges unlawful harassment or retaliation. This informal procedure is not required as a precursor to the filing of a formal complaint.

Students, other members of the School District community or Third Parties who believe that they have been unlawfully harassed or retaliated against, may initiate their complaint through this informal complaint process, but are not required to do so. The informal process is only available in those circumstances where the Complainant and the Respondent mutually agree to participate in it.

The Complainant may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if a Complainant feels comfortable and safe in doing so, the individual should tell or otherwise inform the Respondent that the alleged harassing conduct is unwelcome and must stop. The Complainant should address the allegedly harassing conduct as soon after it occurs as possible. The Compliance Officers are available to support and counsel individuals when taking this initial step or to intervene on behalf of the Complainant if requested to do so. A Complainant who is uncomfortable or unwilling to directly approach the Respondent about the allegedly inappropriate conduct may file an informal or a formal complaint. In addition, with regard to certain types of unlawful harassment, such as sexual harassment, the Compliance Officer may advise against the use of the informal complaint process.

A Complainant may make an informal complaint, either orally or in writing: (1) to a teacher, other employee, or building administrator in the school the student attends; (2) to the Superintendent or other District-level employee; and/or (3) directly to one of the Compliance Officers.

All informal complaints must be reported to the Compliance Officers who will either facilitate an informal resolution as described below or appoint another individual to facilitate an informal resolution.

The School District's informal complaint procedure is designed to provide students, other members of the School District community and Third Parties who believe they are being

unlawfully harassed by a student with a range of options designed to bring about a resolution of their concerns. Depending upon the nature of the complaint and the wishes of the Complainant, informal resolution may involve, but not be limited to, one or more of the following:

1. Advising the Complainant about how to communicate the unwelcome nature of the behavior to the Respondent.

2. Distributing a copy of this policy as a reminder to the individuals in the school building or office where the Respondent works or attends.

3. If both parties agree, the Compliance Officers may arrange and facilitate a meeting or a mediation between the Complainant and the Respondent to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the Compliance Officers or designee is directed to attempt to resolve all informal complaints within fifteen (15) days of receiving the informal complaint. If the Complainant is dissatisfied with the results of the informal complaint process, the Complainant may proceed to file a formal complaint. And, as stated above, either party may request that the informal process be terminated at any time to move to the formal complaint process.

B. Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties has requested that the informal complaint process be terminated to move to the formal complaint process, or the Complainant, from the outset, elects to file a formal complaint, or the CO determines the allegations are not appropriate for resolution through the informal process, the formal complaint process as described below shall be implemented.

This formal complaint process is not intended to interfere with the rights of a student, other member of the School District community, or third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Florida Civil Rights Commission, or the Equal Employment Opportunity Commission.

The Complainant may file a formal complaint, either orally or in writing with a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District official who works at another school or at the district level. Due to the sensitivity surrounding complaints of unlawful harassment, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) days after the conduct occurs while the facts are known and potential witnesses are available. If a Complainant informs a teacher, principal, or other District official at the student's school, the Compliance Officer, Superintendent, or other District employee, either orally or in writing, about any complaint of harassment, that employee must report such information to the Compliance Officer or designee within two (2) days.

Throughout the course of the process, as described herein, the Compliance Officer should keep the parties reasonably informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent known: the identity of the Respondent; a detailed description of the facts upon which the complaint is based (i.e., when, where, and what occurred); and a list of potential witnesses and the resolution sought by the complainant.

If the complainant is unwilling or unable to provide a written statement including the information set forth above, the Compliance Officer shall ask for such details in an oral interview. Thereafter the Compliance Officer will prepare a written summary of the oral interview, and the complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the Compliance Officer will consider whether any action should be taken in the investigatory phase to protect the complainant from further harassment or retaliation including but not limited to a change of class schedule for the Complainant and/or the Respondent, or possibly a change of school for either or both of the parties. In making such a determination, the Compliance Officer should consult the Complainant to assess whether the individual agrees to any action deemed appropriate. If the Complainant is unwilling to consent to any change that is deemed appropriate by the Compliance Officer, the Compliance Officer may still take whatever actions deemed appropriate in consultation with the Superintendent and/or Board Attorney.

Within two (2) days of receiving a formal complaint, the Compliance Officer will inform the Respondent that a formal complaint has been received. The Respondent will be informed about the nature of the allegations and a copy of any relevant policies and/or administrative procedures and the Board's anti-harassment policy shall be provided to the respondent at that time. The Respondent must also be informed of the opportunity to submit a written response to the complaint within five (5) days.

Within two (2) days of receiving the complaint, the Compliance Officer or a designee will initiate a formal investigation to determine whether the complainant has been subject to offensive conduct/harassment. The principal will not conduct an investigation unless directed to do so by the Compliance Officer.

Although certain cases may require additional time, the Compliance Officer or a designee will attempt to complete an investigation into the allegations of harassment within fifteen (15) days of receiving the formal complaint. The investigation will include:

1. interviews with the Complainant;

2. interviews with the Respondent;

3. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;

4. consideration of any documentation or other evidence presented by the complainant, respondent, or any other witness which is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the Compliance Officer or the designee shall prepare and deliver a written report to the Superintendent which summarizes the evidence gathered during the investigation and provides recommendations based on the evidence and the definition of unlawful harassment as provided in Board policy and State and Federal law as to whether Respondent engaged in unlawful harassment/retaliation of the Complainant. In determining if discriminatory harassment or retaliation occurred, a preponderance of evidence standard will be used. The Compliance Officer's recommendations must be based upon the totality of the circumstances, including the ages and maturity levels of those involved. The Compliance Officer may consult with the Board Attorney before finalizing the report to the Superintendent.

Absent extenuating circumstances, within five (5) business days of receiving the report of the Compliance Officer or the designee, the Superintendent must either issue a written decision regarding whether or not the complaint of harassment has been substantiated or request further investigation. A copy of the Superintendent's final decision will be delivered to both the complainant and the respondent.

If the Superintendent requests additional investigation, the Superintendent must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5)) business days. At the conclusion of the additional investigation, the Superintendent must issue a final written decision as described above.

The decision of the Superintendent shall be final.

In an attempt to resolve the complaint, the Board shall meet with the concerned parties and their representatives within twenty (20) business days of the receipt of such an appeal. A copy of the Board's disposition of the appeal shall be sent to each party within ten (10) business days of this meeting. The decision of the Board will be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or Third Party alleging the unlawful harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The parties may be represented, at their own cost, at any of the above-described meetings/hearings.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights, the filing of charges with local law enforcement, or the filing of a civil action in court. Use of this internal complaint process is not a prerequisite to the pursuit of other remedies.

VI. Privacy/Confidentiality

The School District will employ all reasonable efforts to protect the rights of the complainant, the Respondent, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and related administrative procedures shall be maintained as confidential to the extent permitted by law. Confidentiality cannot be guaranteed, however. Additionally, the Respondent must be provided the Complainant's identity.

During the course of a formal investigation, the Compliance Officer or his/her designee will instruct all members of the School District community and third parties who are interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of a harassment investigation is expected not to disclose any information that is learned or provided during the course of the investigation.

All public records created as a part of an investigation of a complaint of harassment will be maintained by the Compliance Officer in accordance with the Board's records retention policy. Any records which are considered student records in accordance with the *Family Educational Rights and Privacy Act* will be maintained in a manner consistent with the provisions of the Federal law.

VII. Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment/retaliation by taking appropriate action reasonably calculated to stop the harassment and prevent further such harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to end such conduct, prevent its reoccurrence, and remedy its effects.

VIII. Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful harassment/retaliation or participates as a witness in an investigation is prohibited. Neither the Board nor any other person may intimidate, threaten, coerce or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a report, formal complaint, testified, assisted or participated or refused to participate in any manner in an investigation, proceeding, or hearing under those laws and/or this policy, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws and/or this policy.

Retaliation against a person for making a report of discrimination, filing a formal complaint, or participating in an investigation or meeting is a serious violation of this policy that can result in imposition of disciplinary sanctions/consequences and/or other appropriate remedies.

Formal complaints alleging retaliation may be filed according to the internal complaint process set forth above.

The exercise of rights protected under the First Amendment of the United States Constitution does not constitute retaliation prohibited under this policy.

IX. Allegations Constituting Criminal Conduct: Child Abuse/Sexual Misconduct

State law requires any teacher or school employee who knows or suspects that a child with a disability under the age of twenty-one (21) or that a child under the age of eighteen (18) is a victim of child abuse or neglect to immediately report that knowledge or suspicion to the Department of Children and Family Services. If, during the course of a harassment investigation, the Compliance Officer or a designee has reason to believe or suspect that the alleged conduct reasonably indicates abuse or neglect of the complainant, a report of such knowledge must be made in accordance with State law and Board policy.

If the Compliance Officer or a designee has reason to believe that the complainant has been the victim of criminal conduct as defined under Florida law, such knowledge should be reported to local law enforcement.

Any reports made to the local child protection service or to local law enforcement shall not terminate the Compliance Officer's or a designee's obligation and responsibility to continue to investigate a complaint of harassment. While the Compliance Officers or a designee may work cooperatively with outside agencies to conduct concurrent investigations, in no event shall the harassment investigation be inhibited by the involvement of outside agencies without good cause after consultation with the Superintendent.

X. Mandatory Reporting of Misconduct by Certificated Employees

The Superintendent is required by State law and Board Policy 8141 to report alleged misconduct by certificated employees of the District that affects the health, safety, or welfare of a student. In accordance with Board policy and State law, the Superintendent shall investigate each allegation of such conduct and, if confirmed, shall report such misconduct pursuant to Policy 8141.

XI. Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate information to all members of the School District community related to the implementation of this policy shall provide training for District students and staff where appropriate. All training, as well as all information provided regarding this policy and harassment, in general, will be age and content appropriate.

XII. Retention of Investigatory Records and Materials

The Compliance Officer(s) is responsible for overseeing retention of all records that must be maintained pursuant to this policy. All individuals charged with conducting investigations under this

policy shall retain all information, documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and received as part of an investigation, including, but not limited to:

A. all written reports/allegations/complaints/statements;

B. narratives of all verbal reports/allegations/complaints/statements;

C. a narrative of all actions taken by District personnel or individuals contracted or appointed by the Board to fulfill its responsibilities;

D. any written documentation of actions taken by District personnel;

E. written witness statements;

F. narratives of, notes from, or audio, video, or digital recordings of witness statements;

G. all documentary evidence;

H. e-mails, texts, or social media posts pertaining to the investigation;

I. contemporaneous notes in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.) pertaining to the investigation;

J. written disciplinary sanctions issued to students or employees and a narrative of verbal disciplinary sanctions issued to students or employees for violations of the policies and procedures prohibiting discrimination or harassment;

K. dated written determinations to the parties;

L. dated written descriptions of verbal notifications to the parties;

M. written documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates issued, and the dates the parties acknowledged receipt;

N. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;

O. documentation of any supportive measures offered and/or provided to the Complainant and/or the Respondent, including no-contact orders issued to both parties, the dates the no-contact orders were issued, and the dates the parties acknowledged receipt of the no-contact orders;

P. copies of the Board policy and/or procedures/guidelines used by the District to conduct the investigation, and any documents used by the District at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student Code of Conduct and/or Employee Handbooks);

Q. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment; and

R. documentation of any training provided to District personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all District personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The information, documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal and/or State law (e.g., student records).

The information, documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the District's records retention schedule.

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2520 - SELECTION AND ADOPTION OF INSTRUCTIONAL MATERIALS

The School Board adopts courses of study pursuant to State law. When adopting courses of study, State law also requires the Board to adopt and provide adequate instructional materials to students enrolled in the District.

"Adequate instructional materials" means a sufficient number of student or site licenses or sets of materials that are available in bound, unbound, kit, or package form and may consist of hard-backed or soft-backed textbooks, electronic content, consumables, learning laboratories, manipulatives, electronic media, and computer courseware or software that serves as the basis for instruction for each student in the core courses of mathematics, language arts, social studies, science, reading, and literature.

Furthermore, Federal law requires the Board to provide accessible instructional materials as specified in a student's Individualized Education Program (IEP). Such accessible instructional materials may be of a type or in a format as specified in the definition of adequate instructional materials in this policy.

As required by State law, instructional materials adopted and used in the District shall be consistent with the goals and objectives in the District's adopted course of study and with the course descriptions established by State Board rule. The Board is responsible for the content of all instructional materials and any other materials used in a classroom, made available in a school library, or included on a reading list. Upon written request, an individual will be provided access to material or books specified in the written request that are maintained in a District library if such material or books are available for review. The school principal shall arrange for a convenient time to provide such access.

The Superintendent shall develop administrative procedures that set forth a process to involve staff in the review and evaluation of instructional materials. The staff involved in this process shall recommend to the Superintendent for submission to the Board for adoption the instructional materials that address the goals and objectives for adopted courses of study and the course descriptions established by State Board rule. The instructional materials shall be from the State-adopted instructional materials list if there has been a State adoption or from publishers and other resources if there has not been a State adoption. A meeting of a committee for the purpose of ranking, eliminating, or selecting instructional materials for recommendation to the Board must be noticed and open to the public in accordance with F.S. 286.011. A committee convened for such purposes must include parents of District students.

The Superintendent's procedures shall also prescribe the process for the acquisition, management, use, accountability, and reporting requirements of all instructional materials.

Adoption of Instructional Materials

Prior to submitting a recommendation to the Board regarding the recommended instructional materials, those materials will be accessible for review online for at least twenty (20) calendar days prior to the open publicly noticed meeting at which a public hearing will be held so that the Board can receive comment, if any, about the instructional material under consideration for adoption. The Superintendent shall establish reasonable safeguards against the unauthorized use, reproduction, and distribution of the instructional material under consideration.

Following the public hearing, the Board may act upon the Superintendent's recommendation to adopt the instructional materials. The Board will select, approve, and adopt all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.

At an open publicly noticed meeting following the meeting at which the instructional material is adopted, the Board shall consider a recommendation to approve an annual instructional materials plan that identifies any instructional materials to be purchased pursuant to the instructional materials review process described herein.

The Superintendent shall maintain a list of all adopted instructional materials.

Publication on Website

The Board will publish on its website, in a searchable format, a list of all instructional materials, including those used to provide required instruction under Florida law.

School Library Media Centers and Reading Lists

Effective July 1, 2022, each book newly made available to students through a school library media center or included in a recommended or assigned school or grade level reading list must be selected and approved by a District employee who holds a valid educational media specialist certificate, regardless of whether the book is purchased, donated or otherwise made available to students.

Purchase of Instructional Materials

Following adoption by the Board, requisitions shall be issued to purchase current instructional materials from the State-adopted instructional materials list so that each student in kindergarten through grade 12 will have a major tool of instruction in core courses of the subject areas of mathematics, language arts, science, social studies, reading, and literature. Any materials purchased shall be free of pornography and material prohibited under F.S. 847.012, suited to student needs and their ability to comprehend the material presented, and appropriate for the grade level and age group for which the materials are used or made available. **The Board will purchase all materials as a separate line item on the regular (non-consent) agenda and will provide a reasonable opportunity for public comment.**

Requisitions shall also be issued to purchase instructional materials that will be the major tool of instruction for subjects in the State Course Code Directory for which the Board has adopted courses of study, but for which there are no materials on the State-adopted instructional materials list.

The Superintendent shall approve these purchases.

In any year in which the total instructional materials allocation for District has not been expended or obligated prior to June 30th, the unobligated amount shall be carried forward and added to the next year's allocation.

The District shall maintain on its website a current list of instructional materials, by grade level, purchased by the District.

Presentations to Students

Presentations to individuals or students by outside groups are deemed to be instructional, and as such, are subject to principal approval. These presentations must support the District curriculum and be approved by the principal in writing.

Achieving Desired Results from Instructional Materials

To achieve the desired results, the instructional materials must conform to the following:

A. be used as designed, including the recommended protocols of the time required;

B. support the current Florida State standards and District curriculum;

C. be culturally relevant;

D. be used in such a way that appropriate instructional practices meet the needs of all students, included ESE (Exceptional Student Education), ELL (English Language Learners), and gifted;

E. be the most current materials whether adopted, non-adopted, or ancillary;

F. contribute to achieving the District's mission and strategic objectives;

G. be included as part of teachers' lesson plans.

Criteria for Evaluation of Instructional Materials

As an inherent condition of employment, all instructional personnel must ensure that any materials used with student meet the criteria as follows:

A. support or contribute to achieving the School District's mission, core values, and strategic objectives;

B. provide an accurate portrayal of ethic, socioeconomic, cultural, and racial diversity in our society;

C. are accurate, objective, current, age-appropriate, and suited to the academic needs, reading levels, and comprehension levels of students, including ESE, ELL, and gifted;

D. meet the State and District standards;

E. are free of pornography or materials that are otherwise prohibited by Florida statute.

Use of Electronic Media

A. Instructional staff are required to be knowledgeable of the current School District's procedures regarding the Motion Picture Association of America (MPAA) Rating System for DVDs and other commercially produced non-print electronic media.

B. The MPAA Rating System is defined as follows:

1. G – Movie suitable for all ages

2. PG – Parental guidance suggested – Contains mature themes, may not be suitable for young children.

3. PG 13 – Parents strongly cautioned – Contains mature themes, may not be suitable for children under thirteen (13) years old.

4. R – Restricted – Contains mature themes (usually sex, violence, or profanity). Children under seventeen (17) not admitted without an adult.

5. NC17 – No children under seventeen (17) admitted.

C. Instructional staff must adhere to rules for using DVDs and other commercially produced electronic medial in the District. The use of electronic media must be relevant to the District curriculum and reflected in the lesson plan.

1. If films having a rating other than G are to be used at the elementary school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic medial title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

2. If films having a rating other than G or PG are to be used at the middle school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

3. If films having a rating other than G, PG, or PG-13 are to be used at a high school level, the principal must approve the use and parental permission forms signed by the parent or legal guardian must be on file for each electronic media title prior to its showing. Teachers will offer parents an opportunity to preview the materials.

Inventory of Adopted and District-Wide Instructional Materials

A. An annual inventory of all State adopted and District approved instructional materials and related teacher support materials for those items (not including consumables) shall be completed by each school site. This inventory includes materials purchased for use in place of State adopted items. The annual instructional materials inventory shall be completed through the District's approved software program for textbook inventory.

B. Each school shall complete and submit reports showing "0" quantity of unaccounted titles along with a list of lost/unaccounted materials to the District Instructional Materials Office to substantiate that the school's instructional materials inventory is complete. Items marked as "unaccounted for" shall remain marked as such in the inventory record for the duration of the adoption for the subject.

Accountability

A. Each District school is accountable to the Board for the replacement or reimbursement of all lost State adopted and District recommended instructional materials.

B. If a student fails to pay for lost or damaged instructional materials either through monetary payment or community service, the principal may suspend the student from participating in extra-curricular activities until the obligation is satisfied.

C. All instructional materials purchased with District or school funds remain the property of the School District and must be retained at the site. Teachers to whom materials are checked out must return these materials before transferring to another school or leaving the District. Teachers will be required to pay for lost or damaged materials. If they do not make adequate restitution, they will be subject to disciplinary action. Materials lost by students or teachers will be replaced by the purchase of a duplicate copy in good condition for the first two (2) years after being marked lost or until the end of the adoption whichever comes first or payment of 100% of the original cost. This obligation shall remain open and active until satisfied.

D. Each school principal shall provide information regarding responsibility about and the value of loaned instructional materials to parents, students, and teachers. The District's "Code of Student Conduct" will include reference to the student's responsibility for lost books. The school will ensure that the school's teacher handbook includes reference to the teacher's responsibility regarding instructional materials loaned to them for use.

E. The following Florida statute should be included in both student and teacher handbooks. Responsibility of students and parents for instructional materials are as follows:

1. All instructional materials purchased under the provisions of this part are the property of the District. When distributed to the students, these instructional materials are on loan to the students while they are pursuing their courses of study and are to be returned at the direction of the school principal or the teacher in charge. Each parent of a student to whom or for whom instructional materials have been issued, is liable for any loss or destruction of, or unnecessary damage to, the instructional materials or for failure of the student to return the instructional materials when directed by the school principal or the teacher in charge and shall pay for such loss, destruction, or unnecessary damage as provided by law.

2. Nothing in this part shall be construed to prohibit parents from exercising their right to purchase instructional materials from the School District.

Sale of Instructional Materials

A. The Board does not keep an inventory of instructional materials used in the District's schools for loan or sale to community members.

B. Those wishing to purchase copies of the textbooks used by the students in the School District should contact the Board Instructional Materials Office where assistance in procuring the appropriate materials will be provided.

Obsolete, Unserviceable or Surplus Instructional Materials

A. Instructional materials may become obsolete, unserviceable, or surplus as follows:

1. when they are replaced by newly adopted materials;

2. when the condition of the materials makes them unwanted.

With District level approval through the Instructional Materials Office, schools are encouraged to give their unwanted instructional materials to other public education programs within the District or State, to their teachers to use in developing supplementary teacher materials, to students or others, or to any charitable organization, governmental agency, home education students, or private schools. School District Instructional Materials labels must be removed from any and all surplus materials being received by any organization or individual.

B. District or schools may sell their unwanted instructional materials that are out of adoption to used book dealers, recycling plants, pulp mills, or other persons, firms, or corporations upon such terms as most economically advantageous to the School District.

Replacement and Purchase of Instructional Materials by Students/Parents

Students shall be held responsible for the cost of replacing any instructional materials lost, destroyed, or unnecessarily damaged. Failure to provide payment for the damage or loss may result in the suspension of the student from participation in extra-curricular activities, or the debt may be satisfied by the student performing community service activities at the school site as determined by the school principal.

A student or their parent(s) may purchase a copy of the designated course instructional materials, regardless of format, for the District's purchase price, including shipping, plus ten percent (10%).

Cost of materials may be charged for materials used in those activities beyond the basic curriculum in which a student elects to participate, particularly in activities where the product becomes the property of the student.

Process for Parents and Residents to Contest Adoption of Instructional Materials

The following individuals may file an objection to the adoption of a specific instructional material:

A. parents of students in the District; and

B. residents of the county.

For purposes of this policy, "resident" means a resident of the county who has maintained his/her residence in Florida for the preceding year, has purchased a home that is occupied by him/her as his/her residence, or has established a domicile in Florida pursuant to F.S. 222.17.

Filing a Petition

A parent or resident must file a petition with the Board within thirty (30) calendar days after the Board's adoption of specific instructional material on a form provided by the Board. The petition form shall be publicly available by visiting any school in person or by accessing the link on the Board's website. The petition must be signed by the parent or resident, include the required contact information, and state the objection to the instructional material based on the criteria set forth in F.S. 1006.31(2) or 1006.40(3)(d).

Timeframe for Hearing

When the thirty (30) calendar day period following Board adoption of the instructional material in question has expired, the Board will conduct at least one (1) open public hearing before an unbiased and qualified hearing officer for all timely petitions received.

Hearing Officers

Hearing officers are not employees or agents of the District with the exception of any agreement entered into for purposes of conducting the hearings set forth herein. Hearing officers shall be selected annually by the Board from a list of candidates provided by the Superintendent.

Procedures for Hearings

Petitioners will have an adequate and fair opportunity to be heard and present evidence to the hearing officer. Hearings shall be conducted as follows:

A. The petitioner may make an opening statement.

B. The District's representative may make an opening statement.

C. The petitioner may present evidence (including documents and testimony from witnesses) that instructional material does not meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

D. The District representative may present evidence (including documents and testimony from witnesses) that the instructional material does meet the criteria of F.S. 1006.31(2) or 1006.40(3)(d) if it was selected for use in a course or otherwise made available to students in the School District but was not subject to the public notice, review, comment, and hearing procedures under F.S. 1006.283(2)(b)8., 9., and 11.

E. The petitioner may make a closing statement.

F. The District representative may make a closing statement.

Within fourteen (14) days of the date of the hearing, the hearing officer shall submit a recommended order to the Board. The Board shall consider the recommended order and enter a final order at a publicly noticed Board meeting. If the petitioner proves that instructional material does not meet the criteria required under F.S. 1006.28, or contains prohibited material under that statute, it shall be removed in accordance with Florida law. The Board's decision is final and not subject to further petition or review.

Hearings under this policy are not subject to the provisions of F.S. Chapter 120.

Parent and Resident Objections to Instructional Material Used in Classrooms, Made Available in a School Library, or Included on a Reading List

Parents and residents of the county may object to the use of a specific instructional material in the classroom, made available in a school library, or included on a reading list based on the criteria set forth in F.S. 1006.28(2)(a)2. or F.S. 1014.05(1)(c).

For purposes of this policy, "resident" means a resident of the county who has maintained their residence in Florida for the preceding year, has purchased a home that is occupied them as their residence, or has established a domicile in Florida pursuant to F.S. 222.17.
Parents and residents of the county should make any such objection in writing to the principal identifying the specific instructional material and stating the basis for the objection.

The principal will review the objection and may meet with the teacher or objector, or both, in an attempt to resolve the objection, which may include using an alternative instructional material. If the objection is not resolved to the objector's satisfaction, the principal shall refer the matter to the appropriate District-level curriculum supervisor.

The District-level curriculum supervisor will meet with the objector and attempt to resolve the objection. If the objection is still not resolved to the objector's satisfaction, the matter will be referred for a hearing, using the hearing procedures set forth in Policy 2520.

If the Board finds that the instructional material does not meet the criteria under F.S. 1006.28(2)(a)2.a. or that any other material contains prohibited content under F.S. 1006.28(2)(a)2.b., the district will discontinue use of the material for any grade level or age group for which such use is inappropriate or unsuitable. The decision of the Board shall be final.

Free School-Related Instructional Materials

Free instructional materials may be accepted for classroom and school purposes under conditions that meet all the following criteria:

A. The initiative for securing the materials should be of the type that teachers seek rather than materials forwarded to them to promote the interests of an outside agency.

B. The materials should fill a legitimate purpose of the school curriculum.

C. The advertising feature of the materials should be minimized.

D. Educational films should contain a minimum amount of commercial advertising.

Equipment or Instructional Materials Vendors

The principal may permit vendors to demonstrate and show only that equipment and instructional materials which can be used to improve the instructional program and which are under consideration for purchase by the school.

New Worlds Reading Initiative

The New Worlds Reading Initiative, created by the Florida Department of Education, provides high-quality, free books directly to K-5 students who are reading below grade level and to improve the literacy skills of students in K-12~~score below a level 3 in the preceding year's statewide English Language Arts Assessment (ELA), or having a substantial reading deficiency~~. The District ~~school district~~ must notify parents of eligible students upon enrollment and at the beginning of each school year options for specific book topics or genres in order to maximize student interest in reading~~in writing and provide them with the application form, which must allow for the selection of specific book topics or genres for the student~~. The ~~d~~District must coordinate monthly book deliveries with the program administrator beginning no later than October and continuing through at least June. ~~However, for the 2021-2022 school year only, delivery may begin no later than December 31, 2021.~~ The ~~d~~District must participate in the initiative by partnering with local nonprofit organizations and raising awareness by using marketing materials provided by the program administrator. A student's eligibility for the initiative continues until promotion to grade 6 or until the parent opts out of the initiative.

The District shall coordinate with each charter school it sponsors for the purposes of identifying eligible students, notifying parents, coordinating book deliveries, providing the opportunity to annually select book topics and genres, and raising awareness of the initiative.

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Revised 1/25/22
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3120.04 - EMPLOYMENT OF SUBSTITUTE AND PART-TIME INSTRUCTIONAL STAFF

When it becomes necessary to employ instructional personnel on a temporary basis, such employment is on a limited-time basis for the purpose of filling a vacancy for which a regular employee cannot be found, or to perform some task of a temporary nature. This employment shall end at the close of the school term, at the end of the fiscal year, or at the time when the temporary task is completed.

A. Substitute Teachers

The School Board authorizes the employment of State and District certificated substitute teachers pursuant to Florida law. The employment of substitute teachers shall be in accordance with a planned program developed by the District.

Each school principal is authorized to employ a substitute teacher when an instructional staff member is unable to perform assigned duties. The principal shall obtain substitute teachers from the approved list published by the Personnel Office.

In the absence of a regular teacher, a substitute teacher shall be employed under the following conditions:

1. All substitute teachers shall observe the same hours and perform the same duties as regular teachers.

2. Each substitute teacher shall conduct classes according to lesson plans and schedules prepared by the teacher who is absent.

3. The principal shall determine whether substitutes will be responsible for the extra-curricular duties assigned to the regular teacher. Each substitute shall leave for the returning teacher a summary of the work covered and work assigned to students.

4. Compensation of substitute teachers shall be established by the Board.

5. Each substitute teacher shall file a complete set of fingerprints as required in Policy 3121.01 - Employment History and Criminal Background Checks.

6. A school may issue a substitute performance report requesting removal of a substitute from service to the school. Three (3) substitute performance reports during the school year, or ten (10) reports total, will result in termination of the substitute. Additionally, the District may remove a substitute teacher from its approved list of substitute teachers with or without cause. The substitute teacher removed from the approved list shall not have no further recourse against the District unless removal from the approved list is in violation of State or Federal law.

Upon request from an early learning coalition serving students in Manatee County, the District will make available to the coalition a list of persons eligible to act as a substitute teacher in this District.

B. Long-Term Substitute Teachers

In the absence of a regular teacher, a long-term substitute teacher shall be employed when it is known or determined that the regular teacher will be absent for more than thirty (30) consecutive work days or for the remainder of the school year. Long term substitutes working in Title I schools must be compliant with qualifications in current Federal laws.

Substitutes may also serve as long term substitutes where position vacancies exist during which time a school will continue to search by posting the vacant position for a regular employee.

If the long-term substitute is assigned as the primary instructor as defined per Rule 6A-1.0503, F.A.C, the substitute is required to hold the required certification for the course to which they are assigned even if their job code is substitute.

C. Part-Time Instructional Staff

The Superintendent is authorized to employ temporary or part-time personnel as needed to teach less than a full school day or less than a full school year.

Part-time positions for summer programs are handled according to summer program procedures. Other District programs such as after school and migrant tutoring may employ part-time instructors providing they hold appropriate certification.

Employees in bargaining units should refer to the current collective bargaining agreement for additional provisions regarding part-time positions for summer programs.

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8100 - **INTERLOCAL AGREEMENTS**

The School Board may enter into interlocal agreements for such matters as, but not limited to, the transportation of students, for building rental, for maintenance and upkeep of school plants, for the use of school buses for public purposes, including, but not limited to providing for the needs of the transportation disadvantaged, and for other public purposes. The interlocal agreement may provide for reimbursement to the District in full or in part the proportionate share of the fixed and operating costs incurred.

The public agency receiving services from the Board shall indemnify and hold harmless the Board from any and all liability.

The District is prohibited from entering into any interlocal agreement that prohibits or limits the creation of a charter school. An interlocal agreement entered into by the District for the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.

DEVELOPMENT REVIEW AND SCHOOL CONCURRENCY

POLICY

The School District's policy is to plan for adequate public school facilities and to require that schools are available at the adopted level-of-service standards concurrent with development's impacts.

F.S. 163.01
F.S. 1002.3301
F.S. 1003.02
F.S .1006.261

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9800 - **CHARTER SCHOOLS**

F.S. 1002.33 gives the School Board oversight responsibility for all charter schools situated within Manatee County. The Board, referred to as the "sponsor" or "District", designates the Superintendent to receive and review all charter applications. The Superintendent shall recommend to the Board the approval or denial of each charter application and charter contract. The Board shall have final authority, by majority vote, to approve or deny any application and charter contract.

Approved charter schools are public schools and shall receive goods and services from the sponsor as required by law and/or specified through a contract with the sponsor.

If approved, the initial charter shall be for a term of five (5) years, excluding up to three (3) planning years. The sponsor may renew charters under the conditions and for terms as set forth in State law.

In addition, a charter school that satisfied the requirements set forth in State law for designation as a high-performing charter school may receive a modification of its term to fifteen (15) years or a fifteen year (15-year) charter renewal. The charter may be modified or renewed for a shorter term at the option of the high-performing charter school.

The Board shall enter into a charter with a charter operator with the focus on three (3) areas of charter school operations: academic accountability, fiscal management, and governance. The Board, as the sponsor, shall perform the duties provided in F.S. 1002.33.

Student academic achievement for all students is the most important factor when determining whether to renew or terminate a charter. Additionally, the Board has the right to non-renew or terminate any charter **only** if the Board **expressly** finds that one (1) of the following grounds exists by clear and convincing evidence:

A. fails to participate in the State's education accountability system created in F.S. 1008.31, or fails to meet the requirement for student performance as specified in the charter;

B. fails to meet generally accepted standards of fiscal management **due to deteriorating financial conditions or financial emergencies determined pursuant to F.S. 1002.**;

C. materially violates the law~~;~~

D. ~~**materially breaches the charter, as described in State law;**~~

E. immediate and serious danger to the health, safety, or welfare of the charter school's students; and/or

F. ~~**for other good cause shown.**~~

Application Procedure

Potential applicants should send letters notifying the sponsor of their intent to submit an application to open a public charter school no later than July 1st. Such correspondence should be directed to the Department of District Support. Failing to send the letter of intent will in no way negatively impact the application.

Final Charter School Application

~~**Final applications for a public charter school that are to be opened at the beginning of the sponsor's next school year, or to be opened at a time agreed to by the applicant and the sponsor, will be accepted no later than the close of business, on the submission deadline of February 1st, or before. If the submission deadline falls on a non-business day, the deadline shall be postponed to the same time on the next business day. Applications may be mailed or hand delivered but receipt by the sponsor must be on or before the deadline.Beginning in 2018 and thereafter, the District shall receive and consider applications received on or before the close of business on February 1st of each calendar year for charter schools to be opened eighteen (18) months later at the beginning of the District's school year, or to be opened at a time determined by the applicant. The District will not accept applications received later than February 1st.**~~

The District shall receive and consider charter school applications for charter schools to be opened at a time determined by the applicant. In addition, the Florida Charter School Review Commission, as

authorized under F.S. 1002.3301, may solicit and review applications for charter schools to be located in this District. Within three (3) calendar days after an applicant submits an application for a charter school to the Commission for a charter school to be located in this District, the applicant must also provide a copy of the application to the District by submitting it to the Charter School Department electronically and by paper copies.

Within thirty (30) calendar days after receiving a copy of the application, the District may provide input to the Commission on a form prescribed by the Florida Department of Education (FLDOE). If the Commission approves the application, the Board shall enter into a charter contract with the approved charter school applicant and serve as the charter school's sponsor in accordance with state law, rules, this policy, and District procedures.

The following pertains to the submission of a final application:

A. An individual, teachers, parents, a group of individuals, a municipality, or a legal entity organized under the laws of this State anticipating submission of an application are urged to contact the Director of District Support for assistance prior to completion of an application.

B. Charter school applicants must participate in training provided by the ~~Florida Department of Education (~~FLDOE~~)~~ after approval of an application but at least thirty (30) calendar days before the first day of classes at the charter school, unless they have participated in qualified training provided by the District.

C. The Board and/or any of its designees shall not take unlawful reprisal against another Board employee because that employee is either directly or indirectly involved with a charter school application.

D. Applicants must submit an application on the FLDOE's Model Florida Charter School Application template and forms according to the District's requirements.

E. The sponsor shall not charge any fees for processing or consideration of a final charter school application. The Board's approval of a charter shall not be predicated on the promise of any future pay of any kind.

F. The applicant and sponsor may mutually agree, in writing, to extend the statutory timeline to consider the charter application. Such agreement shall detail the extension date or timeframe.

Applications shall be submitted to:

The School Board of Manatee County
2501 63rd Street Avenue East
Bradenton, Florida 34203

The sponsor shall review all applications using an evaluation instrument developed by the FLDOE.

Application Contents

A. **State Application Form**

Applications must be submitted using the Model Charter School Application form developed and distributed by the FLDOE.

B. **Statement of Assurances**

Applicants are required to sign under the penalties of perjury the Statement of Assurances form contained within the Model Charter School Application developed and distributed by the FLDOE.

Final Application Evaluation Process

A. The sponsor shall receive and review all final applications using the Florida Chater School Application Evaluation Instrument developed by the FLDOE.

B. The sponsor shall evaluate all timely applications as submitted. During the evaluation process, 1) applications cannot be amended and 2) missing documentation and unsolicited information will not be accepted or considered. However, as required by law, the sponsor shall allow the applicant, upon receipt of written notification, seven (7) calendar days to make technical or nonsubstantive corrections and clarifications, including, but not limited to corrections of grammatical, typographical, and like errors or to add missing signatures, if such errors are identified as cause to deny the final application.

C. The Board shall deny any final application that does not comply with the statutory requirements and/or the Board's instructions for charter school applications.

D. The Board will review only one (1) final application as per Florida statute. The Board shall not review multiple "final" applications during an application cycle.

E. Additional Information

1. The sponsor may solicit information regarding 1) history and background of individual applicants and/or founding/governing boards and its individual members including, but not limited to, a demonstration of the professional experience or competence of those individuals or organizations applying to operate the charter school or those hired or retained to perform professional services; and 2) the description of clearly delineated responsibilities and the policies and practices needed to effectively manage the charter school. A description of internal audit procedures and establishment of controls to ensure that the financial resources are properly managed must be included. This information may be used to evaluate the applicant's ability to operate a charter school.

2. The sponsor may solicit additional information during the review and evaluation of the charter school application such as whether the applicant currently operates charter schools in Florida and if the proposed school will be a replication of an existing school design. This information may be used to evaluate the applicant's ability to operate a charter school.

3. The applicant may provide evidence of prior experience in establishing and operating public charter schools. Evidence of prior experience and success in establishing and operating charter schools shall be weighed in making a determination to recommend approval or denial of an application.

F. If an application is approved by the Board, the applicant is required to revise any sections of the application that do not meet the standard(s) identified in the evaluation. Any revisions must be approved by the sponsor prior to Board approval of the contract.

G. Charter Review Team

The purpose of this team is to evaluate the quality of the written application, the capacity of the group to properly implement the proposed plan, and make a recommendation to the Superintendent for the approval or denial of each application.

The Charter Review Team shall be comprised of members of the Superintendent's Senior Leadership Team or their appropriate designees and other administrators from the following areas of expertise:

1. District Operational Services;

2. District Instructional Services;

3. District Support;

4. Curriculum and Instruction;

5. Facilities;

6. Financial Operations;

7. Human Resources;
8. Exceptional Student Education;
9. Federal Programs and Grants;
10. Transportation;
11. Food Service;
12. other appropriate departments.

By majority vote, the Charter Review Team shall make a recommendation to the Superintendent to approve or deny each application.

All applications will be submitted to the Board by the Superintendent with a recommendation for approval or denial no later than ninety (90) calendar days after the application is received, unless the applicant and the sponsor mutually agree, in writing, to postpone the vote to a specific date, at which time the Board shall approve or deny the application.

If an application is denied, the sponsor shall, within ten (10) calendar days after such denial, articulate in writing the specific reasons, based upon good cause, supporting the denial of the charter application and shall provide the letter of denial and supporting documentation to the applicant and to the FLDOE.

An application submitted by a high-performing charter school that has satisfied the requirements set forth in State law for such designation may be denied by the Board only if the sponsor demonstrates by clear and convincing evidence that the application failed to meet one (1) or more of the criteria set forth in F.S. 1002.33(6)(b)(3)(b):

1. The application of a high-performing charter school does not materially comply with the requirements set forth in F.S. 1002.33(3)(a) or, for a high-performing charter school system, the application does not materially comply with F.S. 1002.332(2)(b).
2. The charter school proposed in the application does not materially comply with the requirements in F.S. 1002.33(9).
3. The proposed charter school's educational program does not substantially replicate that of the applicant's high-performing charter school.
4. The applicant has made a material misrepresentation or false statement or concealed an essential or material fact during the application process.
5. The proposed charter school's educational program and financial management practices do not materially comply with the requirements of F.S. 1002.33.

If the Board denies an application submitted by a high-performing charter school, the specific reasons, based upon the criteria set forth in F.S. 1002.33(3)(b), for the denial shall be provided in writing to the applicant and the FLDOE within ten (10) calendar days after such denial.

Appeal of a Decision to Deny a Final Application

Pursuant to State law, an applicant may, no later than thirty (30) calendar days after receiving the Board's final order denying a final application or upon the Board's failure to act on a final application, appeal the Board's decision to the State Board of Education. The applicant shall notify the sponsor of the appeal.

Such appeals shall be conducted in accordance with F.S. 1002.33(6) and applicable State Board rules.

In accordance with State Board rule, the State Board of Education shall by majority vote accept or reject the decision of the Board no later than ninety (90) calendar days after the appeal is filed. The State Board of Education shall remand the application to the Board with its written decision that the Board approve or deny

the application. The Board shall implement the decision of the State Board of Education. The decision of the State Board of Education is not subject to the provisions of the Administrative Procedure Act.

If the Board denies an application submitted by a high-performing charter school, or high-performing charter school system, the sponsor shall, within ten (10) calendar days after such denial, state in writing the specific reasons, based upon the criteria of F.S. 1002.33 supporting its denial of the final application and must provide the letter of denial and supporting documentation to the applicant and to the Department of Education. The applicant may appeal the Board's denial of the final application directly to the State Board of Education pursuant to F.S. 1002.33. **If a high-performing charter school or a high-performing charter school system appeals the denial of an application, the State Board of Education shall determine whether the sponsor's denial was in accordance with F.S. 1002.33(b)3.b.**

The sponsor shall act upon the decision of the State Board of Education within thirty (30) calendar days after it is received. The State Board of Education's decision is a final action subject to judicial review in the district court of appeal. A prevailing party may file an action with the Division of Administrative Hearings to recover reasonable attorney fees and costs incurred during the denial of the application and any appeals.

Appeal of a Proposed Termination or Nonrenewal of a Charter

Before a vote on any proposed action to renew, terminate, other than an immediate termination under F.S. 1002.33(8)(c), or to not renew the charter and at ~~**At**~~ least ninety (90) days before **the end of the local year** ~~**renewing, nonrenewing, or terminating a charter,**~~ the sponsor shall notify the charter school's governing board in writing of its proposed action **to renew, terminate, or not renew the charter**. **A charter automatically renews with the same terms and conditions if notification does not occur at least ninety (90) days before the end of the school year.** The notice shall state in reasonable detail the grounds for the proposed action and stipulate that the charter school's governing board may, within fourteen (14) calendar days after receiving the notice, request a hearing. The hearing shall be conducted by an administrative law judge assigned by the Florida Division of Administrative Hearings. The hearing shall be conducted within ninety (90) days after receipt of the request for a hearing and in accordance with F.S. Chapter 120. The administrative law judge's final order shall be submitted to the Board. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the administrative proceeding and any appeals.

The charter school's governing board may, within thirty (30) calendar days after receiving the final order, appeal the decision pursuant to F.S. 120.68.

A charter may be terminated immediately if the Board sets forth in writing the particular facts and circumstances **demonstrating** ~~**indicating**~~ that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists**, that the immediate and serious danger is likely to continue, and that an immediate termination of the charter is necessary**. The Board's determination is subject to the procedures set forth in F.S. 1002.33(8)(b) and (c), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school's governing board, the charter school principal, and FLDOE **of the facts and circumstances supporting the immediate termination** ~~**if a charter is terminated immediately**~~. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination**, if applicable** ~~**when appropriate**~~. Upon receiving written notice from the board, the charter school's governing board has ten (10) calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within sixty (60) days after the date of request. ~~**The sponsor shall assume operation of the charter school throughout the pendency of the hearing unless the continued operation of the charter school would materially threaten the health, safety, or welfare of the students.**~~ **The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students.**

Charter School Obligations Upon Initial Notification of Nonrenewal, Closure, or Termination of a Charter

Upon initial notification of nonrenewal, closure, or termination of its charter, a charter school may not expend more than $10,000 per expenditure without prior written approval from the sponsor unless such expenditure was included within the annual budget submitted to the sponsor pursuant to the charter contract, is for reasonable attorney fees and costs during the pendency of any appeal, or is for reasonable fees and costs to conduct an independent audit.

An independent audit shall be completed within thirty (30) days after notice of nonrenewal, closure, or termination to account for all public funds and assets.

A provision in a charter contract that contains an acceleration clause requiring the expenditure of funds based upon closure or upon notification of nonrenewal or termination is void and unenforceable.

A charter school may not enter into a contract with an employee that exceeds the term of the school's charter contract with the sponsor.

A violation of this section triggers a reversion or clawback power by the sponsor allowing for collection of an amount equal to or less than the accelerated amount that exceeds normal expenditures. The reversion or clawback plus legal fees and costs shall be levied against the person or entity receiving the accelerated amount.

Charter Contract and Contract Negotiation Process

A standard charter contract shall be consistent with this policy and approved by the Charter Review Team to be used as the basis for all charters approved under this policy. All contracts and contract amendments, as approved by the Charter Review Team, must be presented to the Board for approval. The charter contract must contain all information set forth in the Florida Standard Charter Contract or the Florida Standard Charter Renewal contract (F.A.C. 6A-6.0786 Form) as prescribed by the FLDOE.

A. Initial Charter Contract

1. Initial contract shall be for a term of four (4) or five (5) years unless a longer term is specifically required by law.

2. Before a recommendation regarding whether or not the Board should approve an initial contract, evidence of the following shall be provided:

    a. Evidence of a proper legal structure (e.g., articles of incorporation, bylaws, municipal charter). The applicant shall be a not for profit organized pursuant to F.S. Chapter 617.

    b. Except for virtual charter schools, actual locations and evidence that a facility has been secured for the term of the charter, or a deadline for submitting evidence that a facility has been secured. Evidence should include, but is not limited to:

        1. letter of intent from the landlord or mortgagee indicating property usage and term of occupancy;

        2. executed lease or certification of occupancy; and/or

        3. use or occupational license indicating proper use.

    All facilities must meet the requirements set forth in F.S. 1002.33 and comply with all Florida building codes.

B. Charter Contract Negotiations

The sponsor shall have thirty (30) days after approval of an application to provide an initial proposed charter contract to the charter school. The applicant and the sponsor shall have forty (40) days thereafter to negotiate and notice the charter contract for final approval by the Board unless both parties agree to an extension. The proposed charter contract shall be provided to the charter school at least seven (7) calendar days prior to the date of the meeting at which the charter is scheduled to be voted upon by the Board. The FLDOE shall provide mediation services for any dispute regarding this section subsequent to the approval of a charter application and for any dispute relating to the approved charter, except disputes regarding charter school application denials. **If either the charter school or the sponsor indicates in writing that the party does not desire to settle any dispute arising under this section through mediation procedures offered by the Department of Education, a charter school may immediately appeal any formal or informal decision by the sponsor to an administrative law judge appointed by the Division of Administrative Hearings.** If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may **also** be appealed to an administrative law judge appointed by the Florida Division of Administrative Hearings. The administrative law judge has final order authority to rule on issues of equitable treatment of the charter school as a public school, whether proposed provisions of the charter violate the intended flexibility granted charter schools by statute, or on any other matter regarding this section except a charter school application denial, a charter termination, or a charter nonrenewal and shall award the prevailing party reasonable attorney's fees and costs

incurred during the mediation process, administrative proceeding, and any appeals to be paid by the losing party.

C. Request to Extend Negotiations/School Opening

1. The applicant and sponsor may mutually agree to extend the statutory timeline to negotiate and consider approval of the charter contract for a period not to exceed one (1) year from the approved opening date in the charter school application. Requests shall be submitted, in writing, to the District Support Department by an authorized agent of the charter school, detailing the reason for the requested extension.

2. In the event that the statutory timeline to negotiate and enter into a charter contract is extended, the applicant shall update its charter school application prior to resuming negotiations with regard to: (1) updated budget; and (2) applicable application revisions necessitated by the delay.

3. The application shall be automatically rescinded, without further action by the Board, if the applicant does not enter into contract negotiations or open the school within: (1) the timeframe specified by law, or (2) the date of extension which has been mutually agreed upon in writing by both parties.

4. Unless extended pursuant to this policy, an approved applicant shall open its charter school eighteen (18) months later at the beginning of the District's school year following the approval of the charter school application. At the written request of the applicant and at the sponsor's sole discretion, the sponsor may allow an applicant with an approved charter school application to defer the opening of its charter school for up to three (3) school years following the opening date specified in the approved charter school application. In the event that the opening of the approved applicant's charter school is deferred, the applicant shall update its charter school application prior to the opening of the charter school with regard to: (1) updated budget; and (2) applicable application revisions.

5. An approved contract shall be automatically revoked, without further action by the Board, if the applicant does not open the school:

   a. on the first day of school of the initial school year indicated in the contract; or

   b. on the first day of the school year indicated in the approved deferral.

D. Charter Contract Amendments/Modifications

1. A charter may be modified during its ~~initial term or any renewal~~ term upon the recommendation of the sponsor or the charter school's governing board and the approval of both parties to the agreement. **Changes to the curriculum which are consistent with State standards shall be deemed approved unless the sponsor and the Department of Education determine in writing that the curriculum is inconsistent with State standards.** All modifications must be mutual and in writing. Unilateral modifications made by the charter school may be the grounds for termination or non-renewal. Modification during any term may include, but is not limited to, consolidation of multiple charters into a single charter if the charters are operated under the same governing board, regardless of the renewal cycle. A charter school that is not subject to a school improvement plan and that closes as part of a consolidation shall be reported by the District as a consolidation. **A request for consolidation of multiple charters must be approved or denied within sixty (60) days after the submission of the request. If the request is denied, the Board shall notify the charter school's governing board of the denial and provide the specific reasons, in reasonable detail, for the denial of the request for consolidation within ten (10) days.**

2. Modifications may be considered by the sponsor for a number of reasons, which may include, but is not limited to, protect the health, safety, or welfare of the students.

3. All contract amendment requests shall be submitted in writing to the District Support Department by an authorized agent of the charter school. Additional information or documentation may be requested for consideration of any amendment requests.

4. The charter school shall provide evidence of governing board approval for all proposed amendments (e.g., governing board resolution, governing board meeting minutes).

5. Requirements for Amendment Requests

a. Education Program Amendments

Significant changes in the curriculum or changes in grade levels constitute a change in the educational program and shall require an amendment that is mutually acceptable and approved by both parties. Requests for such amendments shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence that financial implications, feasibility, and student access issues have been addressed, including provisions for all required resources, staff, and materials
4. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall notify the sponsor of any increase in enrollment by March 1st of the school year preceding the increase. The written notice shall specify the grade levels that will be added. Student enrollment may not exceed the capacity of the facility at the time the enrollment increase will take effect. Facility capacity for purposes of ~~grade level~~ expansion shall include any improvements to an existing facility in which ~~a majority of~~ the students of the high-performing charter school will enroll. If a high-performing charter school notifies the sponsor of its intent to expand, the sponsor shall modify the charter within ninety (90) days to include the new enrollment maximum and may not make any other changes. The sponsor may deny a request to increase the enrollment of a high-performing charter school if the Commissioner of Education has declassified the charter school as high-performing.

b. Location Amendments

1. Changes in locations or addition of location (i.e., relocation, secondary campus, satellite locations) shall include the following information and supporting documentation:
    a. description of location, including identification as permanent or temporary

        If the relocation will be temporary, the request shall include the period of time during which the school will be at the temporary location.

    b. effective date of the relocation
    c. evidence that financial implications, feasibility, and student access issues have been addressed
    d. evidence of parental support for the new facility
    e. evidence of the school's property interest in the facility (owner or lessee)
    f. a disclosure affidavit in accordance with F.S. 286.23, if the school leases the facility
2. Nothing in this policy or State law obligates the sponsor to agree to an increase in the number of facilities, campuses, and/or locations associated with a charter school's operations.
3. The charter school shall not change or add facilities or locations at any time during the term of the charter contract without prior approval of the Board through the contract amendment process. Violation of this provision constitutes a unilateral amendment or modification of this contract and good cause for termination.
4. If the request for a location amendment involves a facility in which other schools are operating, the names of the school(s), the grade levels, number of classrooms, number of students in each class, and the number of students enrolled in each school shall be included in the request, in addition to the information and documentation described in paragraphs a

and b above.

5. No later than thirty (30) days prior to the opening of schools or the initial use of the facility by the school, the school shall have an approved contract and evidence of all necessary permits, licenses, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. A certificate of occupancy or a temporary certificate of occupancy must be provided to the sponsor no later than fifteen (15) calendar days before the first day of school.

c. Enrollment Capacity Amendments

Changes to enrollment capacity shall include the following information and supporting documentation:

1. justification for change
2. effective date of the change
3. evidence of proper facility approvals and/or allowable facility capacity
4. evidence that financial implications, feasibility, and student access issues have been addressed
5. evidence of parental support

A high-performing charter school that has met the requirements set forth in State law for such designation shall be required to notify the sponsor in writing by March 1st of its intent to increase enrollment the following school year. The written notice shall specify the amount of the enrollment increase. The sponsor shall not require a charter school to identify the names of students to be enrolled or to enroll those students before the start of the school year as a condition of approval or renewal of a charter.

6. When a contract is amended or renewed, it shall be updated to comply with this policy and the current standard charter contract **or standard virtual charter contract**.

Pre-Opening Requirements

No later than thirty (30) days prior to the initial use of the facility by the school, the school shall have an approved contract and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required for use of the facility by the local government. Failure to comply may result in automatic rescission of the contract, with no further action by the Board. A certificate of occupancy or a temporary certificate of occupancy must be provided to the sponsor no later than fifteen (15) calendar days before the first day of school.

School Governance/Management

A. Charter schools shall organize or be operated by a not for profit organized pursuant to F.S. Chapter 617, a municipality, or another public entity, as provided by law.

B. Charter School's Governing Board Requirements

1. The charter school's governing board shall be solely responsible for the operation of the charter school which includes, but is not limited to, school operational policies; academic accountability; and financial accountability.

As required by State law, each charter school's governing board must appoint a representative to facilitate parental involvement, provide access to information, assist parents, and others with questions and concerns, and resolve disputes. Furthermore, this representative must reside in the District in which the charter school is located. The individual serving as the parental involvement representative may be a governing board member, charter school employee, or an individual with whom the charter school contracts to represent the board in this capacity. If the governing board oversees more than one charter school in the District, a representative to facilitate parental involvement shall be appointed for each school. The name and contact information for the representative must be provided in writing to parents of children enrolled in the

charter school at least annually and must also be prominently posted on the charter school's website.

The charter school's governing board will consist of at least three (3) voting members, or the number and composition based on the approved charter application. At least one (1) of the voting members will be elected by the parents in an open parent meeting at the school. There will be at least one (1) non-voting teacher representative to the governing board who shall be elected by the teachers at the beginning of each school year.

The charter school's governing board shall meet at least twice per year (F.S. 1002.33(9)(p)(3)). The meetings must be noticed pursuant and compliant with Florida Sunshine Law, open, and accessible to the public and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. To the extent feasible, the school's governing board shall consist of members that reflect the diversity of the student population served.

2. Governing board members must:

    a. notify the sponsor of changes in membership in writing within five (5) business days of the change; and

    b. successfully fulfill a level 2 background check by the sponsor, as specified by law upon appointment to the governing board. The background check includes fingerprinting.

Costs of background screening shall be borne by the charter school or the charter school employee.

3. Governing board members must develop and approve by-laws that govern the operations of the board and the charter school prior to execution of the charter contract and annually consult with charter school staff to refine overall policy decision-making of the charter school regarding curriculum, financial management, and internal controls.

4. Governing board members and their spouses are prohibited by State law from serving as an employee of the charter school or receive compensation, directly or indirectly, from the charter school's operations, including but not limited to: grant funds; lease/mortgage payments; or contracted service fees.

5. Governing board members must participate in FLDOE sponsored charter school governance training to ensure that each board member is aware of his/her duties and responsibilities, pursuant to State Board Rule F.A.C. 6A-6.0784:

    a. Each governing board member must complete a minimum of four (4) hours of instruction focusing on Government in the Sunshine, conflicts of interest, ethics, and financial responsibility as specified in F.S. 1002.33(9)(k). After the initial four (4) hour training, each member is required, within the subsequent three (3) years and for each three (3) year period after that to complete a two (2) hour refresher training on the four (4) topics above in order to retain his/her position on the charter school board. Any member who fails to obtain the two (2) hour refresher training within any three (3) year period must take the four (4) hours of instruction again in order to remain eligible as a charter school board member.

    b. New members joining a charter school board must complete the four (4) hour training with ninety (90) days of appointment to the board.

6. Dispute Procedures (Board versus Charter School Governing Board)

Application, nonrenewal, and termination decisions are not subject to this dispute resolution process and must follow the procedures in F.S. 1002.33, Board policy, and the charter contract. Nothing contained herein shall operate to limit a charter school's rights to utilize the dispute resolution procedures set forth in F.S. 1002.33.

    a. The sponsor and the charter school agree that the existence and the details of a dispute notwithstanding, both parties shall continue without delay their performance under the charter contract, except for any performance, which may be directly affected by such dispute.

    b. Either party shall notify the other party that a dispute exists between them. The notification shall be in writing and shall identify the article and section of the contract that is in dispute and the grounds for the position that such article and section is in dispute. The matter shall be immediately submitted to the sponsor and the charter school's director for further consideration and discussion

to attempt to resolve the dispute.

c. Should the representatives named in paragraph b above be unable to resolve the dispute within ten (10) days of receipt of written notification by one to the other of the existence of such dispute, then the matter may be submitted by either party to the Superintendent and to the school's governing board chair for further consideration and discussion to attempt to resolve the dispute.

d. Should the parties still be unable to resolve their dispute within thirty (30) days of the date of receipt of written notification by one to the other of the existence of such dispute, then either party may proceed with utilizing the dispute resolution procedures set forth in F.S. 1002.33.

7. Conflict Resolution (Charter School versus Parents/Legal Guardians, Employees, and Vendors)
   a. All conflicts between the charter school and the parents/legal guardians of the students enrolled at the charter school shall be handled by the charter school or its governing board. The procedures for handling such conflicts must be set forth in the charter school contract.

   b. Evidence of each parent's acknowledgment of the charter school's Parent Conflict Resolution Process shall be available for review upon request by the Board.

   c. All conflicts between the charter school and the employees of the charter school shall be handled by the charter school or its governing board.

   d. All conflicts between the charter school and vendors of the charter school shall be handled by the charter school or its governing board.

   e. The Board shall be provided with the name and contact information of the parties involved in the charter school's conflict resolution process. The Board shall be notified immediately of any change in the contact information.

C. Management Companies

1. If a management company or a combination of contracted professionals will be managing the charter school, the contract(s) between the charter school and company(ies) shall be submitted to the sponsor for review prior to the approval of the charter school's contract. If a decision to hire any of these entities occurs subsequent to the execution of the charter contract or amendment, the contract(s) between the charter school and company(ies) shall be submitted to the sponsor at least ten (10) days before any payment is made to any of the entities.

2. Any proposed amendments to the contract with the management company shall be submitted to the sponsor for approval prior to execution of that amended contract with the management company by the charter school. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by the charter contract.

3. All management company contracts with the charter school must make it clear that the charter governing body shall retain and exercise continuing oversight over all charter school operations and must contain provisions specifying the ability for the charter school to terminate the contract and must comply with terms as stated in the charter contract between the charter school and the Board. Any default or breach of the terms of the charter contract by the management company(ies) shall constitute a default or breach of the charter contract by the charter school.

4. Neither employees of the management company nor "relatives" of the management company's employees as defined in F.S. 1002.33 shall serve on the charter school's governing board or serve as officers of the charter school.

Employees of Charter Schools

A charter school shall employ or contract with employees who have undergone background screening as provided in F.S. 1012.32. Members of the governing board of the charter school shall also undergo background screening in a manner similar to that provided in F.S. 1012.32 upon appointment to the governing board.

A charter school shall disqualify instructional personnel and school administrators, as defined in F.S. 1012.01, from employment in any position that requires direct contact with students if the personnel or administrators are ineligible for such employment under F.S. 1012.315.

Charter school personnel may not appoint, employ, promote, or advance any relative, or advocate for appointment, employment, promotion, or advancement of any relative to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member. For purposes of this policy, the definition of relative shall be as it is defined in F.S. 1002.33(24)(a)(2).

Full disclosure of the identity of all relatives employed by the charter school shall be in accordance with F.S. 1002.33.

The governing board of a charter school shall adopt policies establishing standards of ethical conduct for instructional personnel and school administrators.

The policies must require all instructional personnel and school administrators, as defined in F.S. 1012.01, to complete training on the standards of ethical conduct; establish the duty of instructional personnel and school administrators to report, and procedures for reporting, alleged misconduct by other instructional personnel and school administrators which affects the health, safety, or welfare of a student; and include an explanation of the liability protections provided under F.S. 39.203 and 768.095. A charter school, or any of its employees, may not enter into a confidentiality agreement regarding terminated or dismissed instructional personnel or school administrators, or personnel or administrators who resign in lieu of termination, based in whole or in part on misconduct that affects the health, safety, or welfare of a student, and may not provide instructional personnel or school administrators with employment references or discuss the personnel's or administrators' performance with prospective employers in another educational setting, without disclosing the personnel's or administrators' misconduct. Any part of an agreement or contract that has the purpose or effect of concealing misconduct by instructional personnel or school administrators which affects the health, safety, or welfare of a student is void, is contrary to public policy, and may not be enforced.

Before employing instructional personnel or school administrators in any position that requires direct contact with students, a charter school shall conduct employment history checks of each of the personnel's or administrators' previous employer(s), screen the instructional personnel or school administrators through use of the educator screening tools described in F.S. 1001.10(5), and document the findings. If unable to contact a previous employer, the charter school must document efforts to contact the employer.

The Board shall terminate a sponsor's charter if the sponsor knowingly fails to comply with F.S. 1002.33(12)(g).

School Operations

A. The sponsor **may** ~~**shall**~~ not impose any policies or practices to limit charter school enrollment except as may be permitted in accordance with State law. **The Board may not impose additional reporting requirements on a charter school as long as the charter school has not been identified as having a deteriorating financial condition or financial emergency under F.S. 1002.345.**

B. The sponsor may document, in writing, any discrepancies or deficiencies--whether fiscal, educational, or related to school climate--and the steps and timelines for correction and additional monitoring. At a minimum, copies will be provided to the charter school's governing board chair, charter school principal and appropriate sponsor staff.

C. The charter school shall obtain the appropriate facility capacity approvals from the jurisdictional authority where the facility is located (i.e., county, municipality, or both). The sponsor, at its discretion, may accept a letter from the architect of record specifying the capacity if the capacity is not provided by the facility's jurisdictional authority. The sponsor may withhold monthly payments for FTE that exceed capacity specified by the charter contract or approved facility capacity.

D. The charter school's calendar will be consistent with the beginning of the sponsor's calendar for the first school year **or at a time determined by the charter school governing board. The charter school** ~~**and**~~ must provide instruction for **at least the** ~~**the minimum**~~ number of days and minutes required by law for other public schools **and may provide instruction for additional days**. Should the charter school elect to provide a summer program**, additional school days,** or year-round school, the charter school shall notify the sponsor, in writing, each year to ensure appropriate record keeping.

E. Student Code of Conduct, Student Handbooks, Parent Contracts, and Application of Board Policies

1. Only the Board may expel a student.

2. The charter school may follow the Board's Student Code of Conduct or an alternate code of conduct approved by the sponsor. The charter school shall provide the sponsor with a copy of an approved alternate student code of conduct annually if the school is not following the sponsor's Student Code of Conduct. Any amendments must be approved by the Board prior to implementation. Evidence of governing board approval is required for amendments.

3. Any student/parent handbooks and parent contracts shall also be submitted to the sponsor for approval prior to implementation. Any amendments must be approved by the sponsor, prior to implementation. Evidence of governing board approval is required for amendments.

4. The charter school may be required to provide proof of parent/guardian's receipt of student code of conduct, handbook, or parent contract.

5. Violations of parent contracts shall not result in involuntary withdrawal of a student in the same school year of the violations. Violations of the parent contract may result in the student not being re-enrolled or loss of enrollment preference for the following school year.

6. The Board shall not apply its policies to a charter school unless mutually agreed to by both the sponsor and the charter school. If the Board subsequently amends any agreed-upon Board policy, the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the sponsor may not hold the charter school responsible for any provision of a newly revised policy until the revised policy is mutually agreed upon by the charter school.

F. Charter School Student Transfers

The process for student transfers will follow Board policies and procedures.

G. Food Service and Transportation

Transportation and food services are the responsibility of the charter school. These services must be provided according to District, State, and Federal laws, rules, and regulations.

H. Facility Leases

1. If a charter school will be leasing or subleasing a facility, the contract(s) between the charter school and landlord or sub-lessor shall be submitted to the sponsor for review and approval.

2. Any amendments to the lease shall be submitted to the sponsor for review prior to execution, by the charter school.

3. A copy of all executed contracts must be provided to the sponsor within the timeframe provided by the charter contract.

4. Any default or breach of the terms of the charter contract by the lessor/sub-lessor may constitute a default or breach of the charter contract by the charter school.

I. Academic Accountability

1. The Superintendent or designee shall have ongoing responsibility for monitoring all approved charter schools with regard to the charter school's progress towards achieving the goals established in the charter. The Superintendent or his/her designee(s) shall have access to the charter schools at all times.

2. The sponsor shall monitor adherence to the educational and related programs as specified in the approved application, charter, curriculum, instructional methods, any distinctive instructional techniques to be used, reading programs and specialized instruction for students who are reading below grade level, compliance with State standards, assessment accountability, and achievement of long- and short-term goals. An analysis comparing the charter school's standardized test scores to those of similar student populations attending other public schools in the District will also be conducted.

    a. In the event a charter school earns a grade of "D" or "F" in the grading system set forth in State law, the director and a representative of the governing board of the charter school shall appear before the sponsor to present information concerning each contract component having noted deficiencies and shall prepare and submit to the sponsor for approval a proposed School Improvement Plan to

raise student achievement. The proposed School Improvement Plan must meet the requirements set forth in State law. The charter school shall implement the proposed School Improvement Plan once approved by the sponsor.

b. If a charter school earns three (3) consecutive grades of "D", two (2) consecutive grades of below a "C", the charter school governing board shall take corrective action as set forth in F.S. 1002.33. The corrective action must be implemented in the school year following receipt of a third consecutive grade of below a "C". If the charter school does not improve by at least one (1) letter grade after two (2) full school years of implementing the corrective action, the charter school must select and implement a different corrective action in accordance with F.S. 1002.33. If the charter school does improve to a "C", it is no longer required to implement the corrective action; however, the charter school must continue to implement strategies identified in the School Improvement Plan.

c. Upon publication by the FLDOE of the list of charter schools that meet the criteria set forth in paragraphs I.2.a. and b. above, the sponsor shall notify, in writing, each charter school in the District that appears on the list that it is required to submit a School Improvement Plan and to appear before the sponsor. Pursuant to State Board rule, such notification may be delivered electronically, provided there is proof of receipt.

   The notification shall include the following:

   1. The date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school governing board shall appear before the sponsor. For purposes of this requirement, "director" shall mean charter school director, principal, chief executive officer, or other management personnel with similar authority. The appearance shall be no earlier than thirty (30) calendar days and no later than ninety (90) calendar days after the sponsor's notification is received by the charter school.

   2. The date by which the charter school must submit its proposed School Improvement Plan to the sponsor for review by staff, which shall be no earlier than thirty (30) calendar after notification.

   3. Whether the charter school is required to select a corrective action.

d. The sponsor shall notify the charter school, in writing, within ten (10) calendar days of its decision to approve or deny the School Improvement Plan.

   1. The sponsor may deny a School Improvement Plan if it does not meet the requirements of State law. If denied, the sponsor shall provide the charter school, in writing, the specific reasons for denial and the timeline for its resubmission.

   2. Either the charter school or the sponsor may request mediation pursuant to State law if the parties cannot agree on a School Improvement Plan. Mediation will be before the American Arbitration Association of any other mutually agreed arbitrator. Each party will bear their own costs and expenses.

e. As required by State law, the sponsor will review the School Improvement Plan annually to monitor the charter school's continued improvement.

   1. The director and a representative of the governing board of the charter school shall appear before the sponsor at least once per year to present information regarding the progress of intervention and support strategies implemented by the charter school pursuant to the School Improvement Plan and, if applicable, to review the corrective actions taken pursuant to I.2.c above.

   2. At the meeting, the sponsor will identify the services that the District will provide to the charter school to assist the charter school in addressing its deficiencies, and following the meeting, these services will be communicated, in writing, to the director.

   3. A charter school that improves at least one (1) letter grade is not required to submit a new School Improvement Plan but must continue to implement the strategies identified in the approved School Improvement Plan and continue to report annually to the

sponsor. The sponsor shall notify, in writing, each charter school implementing a School Improvement Plan of the requirement to appear before the sponsor to present information regarding the progress of the approved School Improvement Plan. The notification shall include the date, time, and location of the publicly noticed meeting at which the director and a representative of the charter school shall appear.

f. The Board shall terminate the charter if the charter school earns two (2) consecutive grades of "F", unless one of the exceptions set forth in State law is applicable.

g. The laws applicable to School Improvement Plans and corrective actions do not limit the Board's authority to terminate the charter at any time in accordance with State law.

3. The charter school may make annual progress reports to the sponsor at the request of the Board.

4. Exceptional Student Education (ESE)
   a. The sponsor is the Local Educational Agency (LEA) for all Board-approved charter schools and will serve ESE students in the same manner as students attending other public schools in the District. ESE students attending Board-approved charter schools shall be provided supplementary and related services on site at the charter school to the same extent to which the Board has a policy or practice of providing such services on site to its other public schools. The Board shall provide funds under Part B of the IDEIA to Board-approved charter schools on the same basis as the School District provides funds to the Board's other public schools.

   b. ESE students will be educated in the least restrictive environment. The charter school shall ensure that ESE students are provided with programs and services implemented in accordance with Federal, State, and local policies and procedures and specifically the IDEIA, Section 504 of the Rehabilitation Act of 1973, and other related statutes and State Board of Education rules. If an IEP team determines that the charter school cannot meet the needs of an ESE student, the charter school and the sponsor agree to provide the ESE student with the appropriate placement as determined by the IEP team in accordance with State and Federal law.

   c. The sponsor shall provide ESE administration services to charter schools which shall be set forth in more detail in the charter.

   d. With respect to the provisions of special education and related services:

      1. The sponsor shall be responsible for conducting initial evaluations of students referred for potential special education and gifted placement in accordance with Federal and State statutes.

      2. The charter school shall deliver all educational and related services indicated on a student's IEP, Section 504 Plan, or EP. The sponsor may provide related services through a separate contract between the charter school and the Board. The charter school shall also be responsible for all reevaluations.

      3. The sponsor shall appoint an "ESE Staffing Specialist" who may, at the sponsor's discretion, attend all IEP meetings and meetings related to the provision of special education and related services to charter school students. The charter school must provide notice to the ESE Staffing Specialist of all such meetings. The ESE Staffing Specialist shall serve as the LEA representative at all meetings.

      4. The charter shall further set forth the specific roles and responsibilities of the charter school and the Board with respect to exceptional student education.

   e. Non-compliance may result in the Board's withholding of subsequent payments to the charter school without penalty of interest (including State capital payments), and may result in non-renewal or termination for good cause.

5. English Language Learners (ELL) -- Students who are of limited proficiency in English will be served by ESOL certified personnel. The charter school shall demonstrate an understanding of State and Federal requirements regarding the education of English language learners, be committed to serving the full range of needs of ELL students, create and implement sound plans for educating ELL students that reflect the full range of programs and services required to provide all students with a high quality education, and

demonstrate capacity to meet the school's obligations under State and Federal law regarding the identification, assessment, and education of ELL students.

6. The Board may, in accordance with State law, require all charter schools to submit to the sponsor a school improvement plan to ensure a plan to maintain or raise student academic achievement within the timelines specified by the Board and the FLDOE.

J. Financial Accountability

1. In order to provide comparable financial information to that reported for other public schools, charter schools shall maintain all financial records in accordance with the accounts and codes prescribed in the most recent issuance of the publication titled, *Financial and Program Cost Accounting and Reporting for Florida Schools*. Charter school governing boards shall also annually adopt and maintain an operating budget as required by F.S. 1002.33(9)(h). Charter schools shall provide annual financial reports and program cost report information by the deadlines specified in the charter contract, in the State-required formats for inclusion in the Board's reporting in compliance with F.S. 1011.60(1) and 1002.33(9)(g). The financial statements are to be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting, regardless of corporate structure F.S. 1002.33(9)(g). The annual financial audit must be in the State-required format by an independent CPA firm.

   At the discretion of the charter school's governing board, a charter school may elect to follow generally accepted accounting standards for not-for-profit organizations, but must reformat this information for reporting according to the requirement set forth in the paragraph above.

   High-performing charter schools are required to submit financial statements in accordance with and within the timeframes stated in F.S. 1002.33.

2. Title I: A charter school that is eligible to receive Title I funds shall submit an approved Title I Schoolwide Plan within three (3) months of becoming a designated Title I school. Failure to submit an approved plan will result in withholding of Title I funds.

3. Financial Policies: The charter school shall establish and implement accounting and reporting policies, procedures, and practices for maintaining complete records of all receipts and expenditures. The charter school shall provide a copy of these policies to the sponsor annually.

4. Payments to charter schools by the Board
   a. The Board shall make timely and efficient payment and reimbursement to charter schools, including processing paperwork required to access special State and Federal funding for which they may be eligible. Payments of funds as described in F.S. 1002.33(17)(b). The payment shall be issued no later than ten (10) working days after the Board receives a distribution of State or Federal funds or the date the payment is due pursuant to F.S. 1002.33(17)(e). Timing of receipt of local funds by the Board shall not delay payment to the charter school of the funds identified in F.S. 1002.33(17). Payments will be made in accordance with existing charter school contracts that predate this policy, State statutes are controlling. **If the Board has not received its allocation due to its failure to submit an approved District salary distribution plan, the Board must still provide each charter school within the District that has submitted a salary distribution plan its proportiate share of the allocation.**

   b. Capital Outlay Payments – The sponsor shall make payments to the school upon receipt of all required supporting documentation as referenced in section 8.h. – Capital Outlay Payment Process.

   c. Miscellaneous Payments – The Board shall make timely miscellaneous payments to the charter school upon receipt of funding from FLDOE for various programs including Title I. The Board's payment is subject to the charter school's fulfillment of its responsibilities under the applicable State and Federal laws.

      Unless otherwise mutually agreed to by the charter school and the sponsor, and consistent with State and Federal rules and regulations governing the use and disbursement of Federal funds, the sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for Federal funds available to the sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public school students in the District. Such Federal funds include, but are not limited to, Title I, Title II, and Individuals with Disabilities Education Act (IDEA) funds. To receive timely reimbursement for an invoice, the

charter school must submit the invoice to the sponsor at least thirty (30) days before the monthly date of reimbursement set by the sponsor. In order to be reimbursed, any expenditure made by the charter school must comply with all applicable State rules and Federal regulations, including, but not limited to, the applicable Federal Office of Management and Budget Circulars, the Federal Education Department General Administrative Regulations, and program-specific statutes, rules, and regulations. Such funds may not be made available to the charter school until a plan is submitted to the sponsor for approval of the use of the funds in accordance with applicable Federal requirements. The sponsor has thirty (30) days to review and approve any plan submitted pursuant to this paragraph.

d. Conditions for Non-payment – The Board may withhold payment, without penalty of interest, for violation of law or as specified in the charter school contractual agreement. This includes, but is not limited to: failure to comply with financial requirements, failure to provide proper banking wiring instructions, exceeding contracted enrollment capacity or allowable facility capacity, insufficient instructional minutes and/or days, inappropriate facility licenses, approvals and/or permits, and failure to obtain successful background clearance for potential employees, contractors, and/or governing board members.

5. Financial Reports: Charter schools shall provide the sponsor with a concise, uniform, monthly financial statement pursuant to F.S. 1002.33(9)(g). A high-performing charter school may provide a quarterly financial statement in the same format and requirements as the uniform monthly financial statements. Charter schools shall maintain and provide financial accountability information as required in this section.

6. Annual Financial Statements
   a. Unaudited June 30th year-end financial statements shall be submitted to the Board within the timelines specified by the charter contract. These financial statements must be prepared in accordance with Generally Accepted Accounting Principles using governmental accounting.

   b. Annual Financial Audit - The charter school agrees to submit to and pay for an annual financial audit, in compliance with Federal, State, and Board regulations, showing all revenue received, from all sources, and all expenditures for services rendered. The audit shall be conducted by an independent certified public accountant selected by the governing board of the charter school, and shall be delivered to the sponsor in compliance with the charter contract. If the charter school's audit reveals a deficit financial position, the auditors are required to notify the charter school's governing board, the Board and the Florida Department of Education in the manner defined in the charter contract. No later than May 1st of each year, the charter school must formally notify the sponsor of the name, address, and phone number of the auditor engaged to perform the year end audit.

      1. Selection Procedures -- Charter schools shall use auditor selection procedures when selecting an auditor to conduct the annual financial audit pursuant to the processes described in F.S. 218.39 and 218.391, which includes, but is not limited to: the establishment of an audit committee and request for proposal (RFP) for audit services, public advertisement of RFP, and development of evaluation and selection criteria.

      2. Requirements -- Pursuant to F.S. 218.391, the procurement of audit services shall be evidenced by a written contract embodying all provisions and conditions of the procurement of such services. An engagement letter signed and executed by both parties shall constitute a written contract. The written contract shall, at a minimum, include the following:

         a. a provision specifying the services to be provided and fees or other compensation for such services

         b. a provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract

         c. a provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed

   c. Failure to comply with the timely submission of all financial statements in the required format specified by the sponsor, shall constitute a material breach of the charter contract and may result in the Board's withholding of subsequent payments to the charter school without penalty of

interest, (including state capital payments), and may result in non-renewal or termination for good cause.

7. Capital Outlay Funding

Pursuant to F.S. 1013.62(4), the application for, approval of, and process for documenting expenditures from charter school capital outlay funds shall be in accordance with the procedures specified by the Commissioner of Education.

Before receiving capital outlay funds the charter school governing board must enter into a written agreement with the Board. Such agreement must provide for the reversion of any unencumbered funds and all equipment and property purchased with public education funds to the ownership of the Board, as provided for in F.S. 1013.62(3), if the charter school terminates operations. Any funds recovered by the State shall be deposited in the General Revenue Fund.

As required by State law, the Board shall remit capital outlay funds to a charter school no later than February 1st of each year, as required by F.S. 1002.32(3)(e), based on the amount of funds received by the Board.

8. Review and Audit
   a. The Board has the right at any time to review and audit all financial records of the charter school to ensure fiscal accountability and sound financial management pursuant to F.S. 1002.33. The charter school shall provide the sponsor with a copy of the management letter from any audits as well as any responses to the auditor's findings with a corrective plan that shall be prepared and submitted within thirty (30) days from the date of the management letter.

   b. Deteriorating Financial Condition and Financial Emergencies (F.S. 1002.345)

      1. Deteriorating Financial Condition – "Deteriorating financial condition" means a circumstance that significantly impairs the ability of a charter school or a charter technical career center to generate enough revenues to meet its expenditures without causing the occurrence of a condition described in F.S. 218.503(1).

         a. A charter school shall be subject to an expedited review by the Board upon the occurrence of any of the conditions specified in F.S. 1002.345(1)(a)(1)-(4).

         b. The Board shall notify the governing board and the Department of Education within seven (7) business days after one or more of the conditions set forth in F.S. 1002.345(1)(a)(1)-(4) are identified or occur.

         c. The governing board and the Board shall develop a corrective action plan and file the plan with the Commissioner of Education within thirty (30) business days after notification is received as provided in paragraph 9(b)(1)(b) herein. If the governing board and the Board are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement such plan.

         d. Failure to implement the corrective action plan within one (1) year shall result in additional action prescribed by the State Board of Education, including the appearance of the chair of the governing board before the State Board of Education.

      2. Financial Emergency – If a financial audit conducted by a CPA in accordance with F.S. 218.39 reveals that one (1) or more of the conditions in F.S. 218.503(1) have occurred or will occur if action is not taken to assist the charter school, the auditor shall notify the governing board of the charter school, as appropriate, the Board, and the Commissioner of Education within seven (7) business days after the finding is made. If the charter school is found to be in a state of financial emergency pursuant to F.S. 218.503(4), the charter school shall file a financial recovery plan pursuant to F.S. 218.503 with the Board and the Commissioner of Education within thirty (30) days after being notified by the Commissioner of Education that a financial recovery plan is needed.

3. Annual progress of the corrective action plans and/or financial recovery plans shall be included in an annual progress report to the Board.

4. The Board may require periodic appearances of governing board members and charter school representative.

c. Finance and the District Support Department shall collaborate to review and monitor financial statements, corrective action plans, and financial recovery plan(s) submitted by the charter school(s). The sponsor shall report progress and when applicable, make recommendations. At least one (1) representative of the charter school shall be available to answer questions.

Inability to cure a deteriorating financial condition and/or status of financial emergency may result in termination of the charter school contract.

9. Grants

a. If the Board is required to be the fiscal agent for a grant, the charter school shall comply with the Board's grant procedures as indicated in the charter contract. The sponsor will withhold indirect costs at the approved rate or if applicable, a reduced rate, unless indirect costs are not allowed in the grant.

b. The sponsor shall receive written approval from the charter school to include the charter school in a District-wide grant. The appropriate pro-rata share of grants will be allocated to the charter school, as defined by the grant awarded.

c. The charter school is required to maintain adequate records to support grant-funded programs for the minimum years prescribed by the law. The sponsor may review these records, upon reasonable notice.

10. Health, Safety, and Welfare of Staff and Students

Each charter school is required to have an emergency plan that covers weather emergencies, lockdowns, fire, etc.

Carefully planned and executed fire exit drills shall be conducted at the beginning of each semester, at times designated by the principal, following instruction of all classes regarding exits to be used in case of fire. At least one (1) fire exit drill shall be conducted every month school is in session. Any emergency evacuation drill (e.g., "crisis event"), completely performed, may be substituted for a required fire exit drill in a given month. All drills and all deficiencies affecting egress shall be documented in writing.

Inspections of all buildings including educational facilities, ancillary plants, and auxiliary facilities for casualty safety, and sanitation shall be conducted at least once during each fiscal year. Conditions that may affect environmental health and safety or impair operation of the plant will be reported, with recommendations for corrective action.

Each school cafeteria must post in a visible location and on the school website the school's semiannual sanitation certificate and a copy of its most recent sanitation inspection report.

Under the direction of the fire official appointed by the Board, fire-safety inspections of each educational and ancillary plant located on property owned or leased by the charter school's governing board, or other educational facilities operated by the charter school's governing board, shall be made no sooner than one (1) year after issuance of a certificate of occupancy and annually thereafter. Such inspections shall be made by persons properly certified by the Division of State Fire Marshal to conduct fire-safety inspections in public educational and ancillary plants.

A copy of the fire safety inspection report shall be submitted to the sponsor and the county, municipality, or independent special fire control district providing fire protection services to the school facility within ten (10) business days after the date of the inspection, in accordance with Florida statute.

Alternate schedules for delivery of reports may be agreed upon between the charter school's governing board, the Board, and the county, municipality, or independent special fire control district providing fire protection services to the site in cases in which delivery is impossible due to hurricanes or other natural disasters. Regardless, if immediate life-threatening deficiencies are noted in the report, the report shall be delivered to the Board and to the county, municipality, or independent special fire control district providing

fire protection services immediately.

K. Charter School Website

Each charter school shall maintain a website that enables the public to obtain information regarding the school; the school's academic performance; the names of the governing board members; the programs at the school; the name and contact information for the representative who facilitates parent involvement; any management companies, service providers, or education management corporations associated with the school; the school's annual budget and its annual independent fiscal audit; the school's grade pursuant to F.S. 1008.34; and, on a quarterly basis, the minutes of governing board meetings.

Board Annual Report Submission

The Board shall submit an annual report to the FLDOE in a web-based format to be determined by the FLDOE. The report shall include the:

A. number of ~~final~~ applications received **during the school year and up to** ~~on or before~~ February 1st and each applicant's contact information;

B. date each application was approved, denied, or withdrawn; and

C. date each final contract was executed.

Each year, by November 1, ~~**Beginning August 31, 2013**~~ the Board shall submit to the FLDOE the information set forth in A through C **for the previous year**.

Facilities

No later than January 1st, the FL DOE shall annually provide to the District a list of all underused, vacant, or surplus facilities owned or operated by the District as reported in the Florida Inventory of School Houses. The District may provide evidence to FL DOE that the list contains errors or omissions within thirty (30) days after receipt of the list. By each April 1st, FL DOE shall update and publish a final list of all underused, vacant, or surplus facilities owned or operated by the District, based upon updated information provided by the District. A hope operator establishing a school of hope may use an educational facility identified in this section as prescribed in F.S. 1002.33(7)(d).

Nonexclusive Interlocal Agreements

The Board may enter into nonexclusive interlocal agreements with Federal and State agencies, counties, municipalities, and other governmental entities that operate within the geographical borders of the District to act on behalf of such governmental entities in the inspection, issuance, and other necessary activities for all necessary permits, licenses, and other permissions that a charter school needs in order for development, construction, or operation. A charter school may use, but may not be required to use, the District for these services. The interlocal agreement must include, but need not be limited to, the identification of fees that charter schools will be charged for such services. The fees must consist of the governmental entity's fees plus a fee for the Board to recover no more than actual costs for providing such services. These services and fees are not included within the services to be provided pursuant to F.S. 1002.33(20). **Notwithstanding any other provision of law, an interlocal agreement, or ordinance that imposes a greater regulatory burden on charter schools than on the District or that prohibits or limits the creation of a charter school is void and unenforceable. An interlocal agreement entered into by the District by the development of only its own District schools, including provisions relating to the extension of infrastructure, may be used by charter schools.**

Services

The Board will provide certain administrative and educational services to charter schools. These services shall include contract management services; full-time equivalent and data reporting services, exceptional student education administration services; services related to eligibility and reporting duties required to ensure that school lunch services under the National School Lunch Program, consistent with the needs of the charter school, are provided by the Board at the request of the charter school, that any funds due to the charter school under the National School Lunch Program be paid to the charter school as soon as the charter school begins serving food under the National School Lunch Program and that the charter school is paid at the same time and in the same manner under the National School Lunch Program as other public schools serviced by the Board; test administration services, including payment of the costs of State-required or

Board-required student assessments; processing of teacher certificate data services; and information services, including equal access to **the sponsor's** student information systems that are used by public schools in the District. Student performance data for each student in a charter school, including, but not limited to, State mandated testing scores, standardized test scores, previous public school student report cards, and student performance measures, shall be provided by the Board to a charter school in the same manner provided to other public schools in the District.

The Board may withhold an administrative fee for the provision of such services which shall be a percentage of the available funds defined in F.S. 1002.33(17)(b) calculated based on weighted full-time equivalent students. If the charter school services seventy-five percent (75%) or more exceptional education students as defined in F.S. 1003.01(3), the percentage shall be calculated based on unweighted full-time equivalent students. The administrative fee shall be calculated as follows:

A. Up to five percent (5%) for the following:

    1. enrollment of up to and including 250 students in a charter school as defined in F.S. 1002.33(20);

    2. enrollment of up to and including 500 students within a charter school system which meets all of the following:

        a. includes conversion charter schools and nonconversion charter schools;

        b. has all of its schools located in the same county;

        c. has a total enrollment exceeding the total enrollment of at least one school district in Florida;

        d. has the same governing board for all of its schools; or

        e. does not contract with a for-profit service provider for management of school operations;

    3. enrollment of up to and including 250 students in a virtual charter school: and,
    4. **Up to two percent (2%) for enrollment of up to and including 250 students in an exceptional student education center that meets the requirements of the rules adopted by the State Board of Education pursuant to F.S. 1008.3415(3).**

B. Up to two percent (2%) for enrollment of up to and including 250 students in a high-performing charter school as defined in F.S. 1002.331

The Board will not charge charter schools any additional fees or surcharges for administrative and educational services in addition to the maximum percentage of administrative fees withheld pursuant to this policy. **The Board will not charge or withhold any administrative fee against a charter school any funds specifically allocated by the Legislature for teacher compensation.**

The Board shall provide the FLDOE by no later than September 15th of each year the total amount of funding withheld from charter schools pursuant to this policy and Florida law for the prior fiscal year.

If goods and services are made available to the charter school through the contract with the Board, they shall be provided to the charter school at a rate no greater than the Board's actual cost unless mutually agreed upon by the charter school and the Board in a contract negotiated separately from the charter. When mediation has failed to resolve disputes over contracted services or contractual matters not included in the charter, an appeal may be made to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute. The administrative law judge shall award the prevailing party reasonable attorney fees and costs incurred during the mediation process, administrative proceeding, and any appeals to be paid by the party whom the administrative law judge rule against. To maximum the use of State funds, the Board shall allow charter schools to participate in the sponsor's bulk purchasing program if applicable.

The governing body of the charter school may provide transportation through an agreement or contract with

the Board. The charter school and the Board shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within a reasonable distance of the charter school as determined in its charter.

School Safety Requirements

Each charter school in the District must comply with the requirements of F.A.C. 6A-1.0018 and Florida law pertaining to school safety, including the requirement that charter schools coordinate with the District's School Safety Specialist. See also, Board Policy 8405 (*School Safety and Security*) and Policy 8407 (*Safe-School Officers*).

Interpretation

If a court or agency of competent jurisdiction invalidates any provision of this policy or finds a specific provision to be in conflict with the Florida Constitution, Florida statutes, the Florida Administrative Code, or any rule or policy prescribed by the FLDOE, then all of the remaining provisions of this policy shall continue unabated and in full force and effect.

In the event that an existing charter school contract provision is found to be inconsistent with this policy, the charter contract provision prevails. Any charter approved after the adoption of this policy is required to be fully consistent with this policy.

If there is any conflict with this policy, F.S. 1002.33 et. seq. and other regulatory statutes are prevailing. Existing charter school contracts that predate this policy remain in full force and effect absent a controlling Federal or State statute.

Charter School Responsibilities and Adherence to Florida Statutes

Section 8. Paragraph (b) of subsection (16) of section 1002.33, Florida Statutes, is amended to read:
1002.33 Charter schools.— (16) EXEMPTION FROM STATUTES.—
(b) Additionally, a charter school shall be in compliance with the following statutes:
1. Section 286.011, relating to public meetings and records, public inspection, and criminal and civil penalties.
2. Chapter 119, relating to public records.
3. Section 1003.03, relating to the maximum class size, except that the calculation for compliance pursuant to s. 1003.03 shall be the average at the school level.
4. Section 1012.22(1)(c), relating to compensation and salary schedules.
5. Section 1012.33(5), relating to workforce reductions.
6. Section 1012.335, relating to contracts with instructional personnel hired on or after July 1, 2011.
7. Section 1012.34, relating to the substantive requirements for performance evaluations for instructional personnel and school administrators.
8. Section 1006.12, relating to safe-school officers.
9. Section 1006.07(7), relating to threat assessment teams.
10. Section 1006.07(9), relating to School Environmental Safety Incident Reporting.
11. Section 1006.1493, relating to the Florida Safe Schools Assessment Tool.
12. Section 1006.07(6)(c), relating to adopting an active assailant response plan.
13. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool.
14. Section 1012.584, relating to youth mental health awareness and assistance training.

Revised 10/23/18
Revised 8/11/20

F.S. 39.203
F.S. Chapter 120
F.S. 218.39
F.S. 218.391
F.S. 218.503
F.S. 286.23
F.S. 768.095
F.S. 1001.10
F.S. 1001.41
F.S. 1002.31
F.S. 1002.33
F.S. 1002.3301
F.S. 1002.345
F.S. 1008.31

F.S. 1008.34
F.S. 1011.60
F.S. 1012.01
F.S. 1012.315
F.S. 1012.32
F.S. 1013.12
F.A.C. 6A-1.0081
F.A.C. 6A-1.099827
F.A.C. 6A-2.0020
F.A.C. 6A-6.0781
F.A.C. 6A-6.0784
F.A.C. 6A-6.0786
F.A.C. 6A-6.07862
F.A.C. 6A-6.0787

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8407 - SAFE-SCHOOL OFFICERS

For the protection and safety of students, school personnel, visitors, and property, the District shall partner with local law enforcement agencies to establish or assign one or more safe-school officers at each school facility in the District, including charter schools. A Safe-School officer shall be present, at a minimum, during the school day when the school facility is open for instruction as defined by the approved school calendar (See, Policy 8210 - *School Calendar*).

Definitions

"Safe-School officer" means a school resource officer, a school-safety officer, a school guardian, or a school security guard, as identified in F.S. 1006.12.

"School facility" means a public K-12 school, including a charter school, with a Master School Identification Number (MSID) number as provided under F.A.C. 6A-1.0016, with the following exceptions:

A. Schools with separate MSID numbers that are located at the same physical location and are co-located with each other are a single-school facility.

B. Schools that are located at separate physical locations and are not co-located, but share one MSID number are separate school facilities.

C. A school facility does not include:

1. schools without a physical location for instruction of students, such as virtual schools, virtual instruction programs, virtual course offerings, franchises of the Florida Virtual School and virtual charter schools;

2. settings where instruction is provided in a county jail or state prison, in a Department of Juvenile Justice facility or program, in a hospital, or while a student is homebound;

3. schools that provide only prekindergarten or adult education;

4. technical centers under F.S. 1004.91; and

5. private schools, regardless of whether or not their students receive State scholarship funds under F.S. Chapter 1002.

Training

Safe-School officers must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training shall improve officers' knowledge and skills as first responders to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Limitations

An individual must satisfy background screening, psychological evaluation, and drug test requirements and be approved by the Manatee County Sheriff before participating in any training required by F.S. 30.15(1)(k) which may be conducted only by a sheriff.

School Resource Officers

The School Board will enter into cooperative agreements with law enforcement agencies for the provision of school resource officers. School resource officers must be certified law enforcement officers as defined in F.S. 943.10(1) and employed by a law enforcement agency as defined in F.S. 943.10(4). School resource officers shall:

A. undergo criminal background checks, drug testing, and a psychological evaluation; and

B. abide by Board policies and consult with and coordinate activities through school principals.

With respect to matters relating to employment, school resource officers shall be responsible to their law enforcement agency, subject to agreements between the Board and law enforcement agency. Activities conducted by school resource officers which are part of the regular instructional program of schools shall be under the direction of school principals.

The powers and duties of law enforcement officers shall continue throughout school resource officers' tenure.

School Guardians (The Coach Aaron Feis Guardian Program)

The Board utilizes school guardians pursuant to The Coach Aaron Feis Guardian Program.

The Superintendent shall be responsible for appointing school guardians. Prior to appointing school guardians, the Superintendent must verify through evidence provided by the Manatee County Sheriff that potential school guardians have met all the requirements set forth in F.S. 30.15.

School guardians do not have the power of arrest or the authority to act in any law enforcement capacity except to the extent necessary to prevent or abate an active assailant incident.

In support of school-sanctioned activities for purposes of F.S. 790.115, the following individuals may serve as a school guardian:

A. a District employee or personnel as defined under F.S. 1002.01 who volunteers to serve as a school guardian in addition to his/her official job duties; or

B. a District employee who is hired for the specific purpose of serving as a school guardian.

Prior to appointing school guardians, the Superintendent must provide the Board with evidence from the Manatee County Sheriff demonstrating that potential school guardians have met all the requirements set forth in F.S. 30.15.

Pursuant to Florida State Board of Education Rule 6A-1.0018, Florida schools are also required to establish a policy for safe-school officer assignment outside the regular school day, including during, before, and after school, summer school, during extracurricular activities, and for school-sponsored events.

School administration is responsible for determining if safe-school officers are needed for extracurricular activities and after school events. School administration will consider the number of persons present, the ratio of staff members to students, and any other safety and security measures available.

The School Safety Specialist, in consultation with the Chief of Safety & Security, Law Enforcement, and the learning community and/or Executive Directory of Secondary Schools, may require schools to add or implement additional safety and security measures for extracurricular activities and after school events.

Safe-School officers will be assigned during the summer session based on the availability of resources.

Notification of Incidents Involving Safe-School Officer Discipline, Dismissal or Discharge of a Firearm

A. Discharge of a Weapon

"Discharge" means to fire a gun or firearm.

The Superintendent must notice the Office of Safe Schools when a Safe-School officer assigned to any school facility in the District discharges a firearm in the exercise of Safe-School officer duties, other than for training purposes, as provided in F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the incident by submitting Form SSON-2021 to SafeSchools@fldoe.org.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer discharges their firearm in the exercise of their duties other than for training purposes. the occurrence of the following:

B. Dismissal or Discipline

"Dismissal" means a Safe-School officer is permanently relieved of their position. Dismissal or termination is involuntary and initiated by the employer, including firings or other discharges for cause. "Discipline" means a Safe-School officer received a behavior-related official reprimand.

The Superintendent must notify the Office of Safe Schools when a Safe-School officer assigned to a school facility in the District has been disciplined for misconduct or has been dismissed from their duties as a Safe-School officer by their employer, including in cases where the officer is reassigned or moved to another school location, whether by a school district, charter school, law enforcement agency, or private security company, as provided F.S. 1006.12 (5). Notification must be made no later than seventy-two (72) hours of the dismissal or disciplinary action by submitting Form SSON-2021 to SafeSchools@fldoe.org.

C. The Superintendent must notify the Office of Safe Schools when there is an allegation of misconduct that results in a Safe-School officer being placed on administrative leave or reassigned pending completion of an investigation using the procedure set forth in F.A.C. 6A-1.0018 (18)(b)1. Within fifteen (15) days of completion of the investigation, updated information regarding the result of the investigation must be provided to the Office of Safe Schools.

The Superintendent is also responsible for notifying the Manatee County Sheriff immediately after, but no later than seventy-two (72) hours after, a Safe-School Officer is dismissed for misconduct or disciplined.

D. The Superintendent shall adopt and implement procedures to verify that charter schools, law enforcement agencies, and private security firms employing or contracting with Safe-School officers timely report discipline and dismissal of Safe-School officers and any discharge of an officer's weapon outside of training activities, so that the District can meet the reporting requirements under Florida law.

Crisis Intervention Training

Each Safe-School Officer who is also a sworn law enforcement officer must complete mental health crisis intervention training using a curriculum developed by a national organization with expertise in mental health crisis intervention. The training must improve the officer's knowledge and skills as a first responder to incidents involving students with emotional disturbance or mental illness, including de-escalation skills to ensure student and officer safety.

Each Safe-School Officer who is not a sworn law enforcement officer must receive training to improve the officer's knowledge and skills necessary to respond to and de-escalate incidents on school premises.

Revised 7/27/21
Revised 3/8/22
Revised 12/13/22

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9142 - **Educational Non Discrimination Policy** – Revised DRAFT

The School District of Manatee County (District) supports equal access to education for all stakeholders: students, families, and staff within the school district community regardless of race, ethnicity, national origin, gender, disability, religion, or marital status except as authorized by law.

Discrimination on the basis of race, ethnicity, national origin, gender, disability, religion, or marital status against a student or an employee in the state system of public K-12 education is prohibited. No person shall, on the basis of race, ethnicity, national origin, gender, disability, religion, or marital status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any public K-12 education program or activity, or in any employment conditions or practices within the District except as authorized by law.

The District shall develop and implement methods and strategies to increase the participation of students of a particular race, ethnicity, national origin, gender, or disability status in programs and courses in which students of that particular race, ethnicity, national origin, gender, or disability status have been traditionally underrepresented, including, but not limited to, mathematics, science, computer technology, electronics, communications technology, engineering, and career education.

AGENDA ITEM NO. 13.3

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Schoool District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure, No Financial Impact

Executive Summary
An approval of the School District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure is necessary in order to align with House Bill 1467 which states each district school board shall adopt procedures for developing library media center collections and post the procedures on the website for each school within the district.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval of the Schoool District of Manatee County (SDMC) Library Media Materials Reconsideration Procedure, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Dr. Laurie Breslin

Attachments:
SDMC Library Media Materials Reconsideration Procedure and Form DRAFT 2-1-23

SDMC Library Media Material Reconsideration Procedure

Members of the School District of Manatee County community may question the inclusion of material in a school's library media collection, following these steps:

1. If a complaint is not resolved informally at the school level, the complainant will be supplied with the SDMC Library Media Material Reconsideration Procedure, also found on the SDMC website under Library and Media. This will include a Request for Reconsideration of a Book/Material form, which shall be completed and returned before consideration will be given to the complaint.

2. The Request for Reconsideration of a Book/Material form, completed by the original complainant, and any related documents are forwarded to the District Library Media Specialist and the Executive Director of Curriculum.

3. The Executive Director of Curriculum will notify the school or schools that have the identified book/material in their media center collection. All submitted documents will be shared with the Principal(s).

4. Responsibilities of the School(s):
    a. The Principal or a designated committee shall:
        i. Review the challenged books or materials.
        ii. Review the completed Request for Reconsideration of a Book/Material form.
        iii. Consult professional review and academic resources to weigh the merits against alleged faults in light of the material as a whole.
        iv. Determine the extent to which the material meets the FLDOE Criteria for Selection to reach a school decision.
        v. A decision report will be prepared and sent to the Executive Director of Curriculum within 30 days of the school being notified.
        vi. The questioned material will be placed with a parent consent requirement during the period of assessment.

5. Responsibilities of the District:
    a. The Executive Director of Curriculum or designee shall:
        i. Work with the school(s) to communicate any and all information required to make a school-based decision.
        ii. Communicate the school decision to all school principals and community stakeholders.

6. If the reconsideration of a book or other media material is not resolved at the school level, the complainant will be supplied with the SDMC Library Media Material Reconsideration Appeal Procedure, also found on the SDMC website under Library and Media. The appeal form and all related items will be referred to the School Board for review.
    a. The School Board shall:
        i. Review the challenged books or materials.
        ii. Review all associated paperwork.
        iii. Determine the extent to which the material meets the Criteria for Selection as defined by the FLDOE Training released on January 1, 2023.
        iv. A decision report will be prepared and sent to the complainant within 30 days of the School Board convening.
        v. The questioned material will be placed with a parent consent requirement during the period of assessment.

Request for School Board Reconsideration of Library Media Materials

Author:

Title:

Publisher (if known):

Request initiated by:

Telephone: Address:

City: Zip:

1. To what in the book/material do you object: (Please be specific; cite pages, frames of films, dialogues, etc.)?

2. Where did you first learn of this item?

3. Have you read the book in its entirety?

4. Is there any additional information you would like us to consider in our evaluation?

5. What would you like the final outcome to be for this library media item or items?
   a. Remove from all Manatee School District Media Centers?
   b. Remove from certain grade levels? If yes, enter grade levels:
   c. Allow in Manatee School District Media Centers with a Parent Consent Requirement?
   d. Other:

Board Appeal – Library Media Materials

Author:

Title:

Publisher (if known):

Request initiated by:

Telephone: Address:

City: Zip:

Please state the reasons why you are appealing the decision of the school or schools. Be as detailed as possible in your response, including your reasons for the objection and the outcomes you are seeking.

AGENDA ITEM NO. 13.4

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval to Use The State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services, SDMC No. 23-0097-KD, Continued Procurement for Products and Services, Estimated in the Amount of $3,175,000.00

Executive Summary
The District currently utilizes 292 multi-function devices (MFDs) in schools and support facilities as a result of a phased leasing implementation that was initiated in 2015. These devices perform functions such as printing/duplicating, faxing, etc. The first six (6) phases of the District's leases have already matured. The 7th and 8th (final) phase leases will reach maturity in 2024. All phases are recommended for replacement to ensure continuity of services for the 2023-2024 fiscal year. As a component of the District's Strategic Plan, these devices are slated to be replaced beginning in the summer of 2023. The District is recommending replacement of the fleet to be completed through Konica Minolta and serviced directly by the device manufacturer.

Although most technology costs have increased, this proposal reflects equipment replacement costs comparable to those of the current contract while maintaining capacity. Compared to the existing machines, the proposed equipment features enhanced security, uses less energy, eliminates toner waste while printing, and produces fewer emissions during use. Additionally, the direct-servicing of the machines by the device manufacturer will result in an anticipated 26% reduction in annual per-copy charges based on the FY 2021-2022 printing volume. To take full advantage of these enhancements and anticipated cost reductions in all schools, this proposal reflects replacing all existing machines during the summer of 2023. The District has included an estimated annual expenditure of $275,000.00 for click charges, which are independent of the leasing costs.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The State of Florida Contract is valid through July 31, 2024, with renewals and extensions as completed by the State of Florida. The anticipated maturity for these leases is June 2028. Additional leases may be executed as needed for new school sites, additional needs, etc., throughout the contract period.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

School Board Policy 6320 states," Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium service organizations pursuant to F.S. 1001.451. This policy does not apply to services

that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company."

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval to use the State of Florida Contract #44000000-NASPO-19-ACS for Copiers and Managed Print Services, SDMC No. 23-0097-KD, continued procurement for products and services, estimated in the amount of $3,175,000.00.

Financial Impact
The funding source for this expenditure is Capital, General, Grant, and other funding sources as determined and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Purchasing and Information Technology
Initiated By: Ruth Gruett and Scott Hansen

Attachments:
Manatee Proposal
23-0097 Konica Minolta

KONICA MINOLTA



PROPOSAL FOR:

Manatee County School District

PRESENTED BY:
Joseph Strickland
Named Account Executive - GES
Konica Minolta Business Solutions U.S.A., Inc.

October 21, 2022

Manatee County School District
215 Manatee Ave. West
Bradenton, FL, 34205

Dear Brian Collins:

Technology solutions have made the future of education very exciting, as well as more collaborative and inclusive, and they will continue to evolve and escalate. We understand that technology will continue to prove to be a crucial bridge for educators and administrators to effectively connect with, and guide, your students and our collaborative digital classroom tools will help empower your students to become producers on content and products, facilitating the idea of entrepreneurship and providing new opportunities to enhance project, problem, design, inquiry and challenge-based learning. At Konica Minolta we are a part of this revolution that is positively affecting educational outcomes and invite you to join us. By understanding your classroom environments we have saved schools in print operating costs, by implementing solutions that have improved student performance and teacher efficiency.

Thank you for considering Konica Minolta. We look forward to demonstrating our commitment to you and are confident that our offering will meet your expectations and deliver increased value and efficiencies.

Sincerely,

Joseph Strickland
joseph.strickland@kmbs.konicaminolta.us
8135463837

Creating New Value

By offering flexible, scalable document systems that maximize the power of technology we have helped school districts, libraries and classrooms reduce expenses, improve results and protect the environment. Faced with rising costs and budget constraints, educators and administrators can rely on Konica Minolta for document solutions that save time, streamline workflow and improve productivity.

Our educational solutions and services include cost recovery, managed IT, as well as grading and analytics that are fully integrated into the most advanced printing and scanning solutions in the industry. We offer reliability, quality and world-class support that help balance budgets with cost-effective technologies that allow educators to improve student performance and increase teacher and administrator productivity. Konica Minolta has saved schools over **20%** in print operating costs, by implementing and providing these state of the art solutions to improve student performance and teacher efficiency.

Delivering unparalleled benefits that include:



Higher Security - Providing the industry's most advanced array of security capabilities. Security features in compliance with FERPA (Family Educational Rights and Privacy Act) guidelines are available for our MFPs to identify users and restrict access with secure authentication in any form. Our bizhub SECURE provides lock down protection on your MFP to ensure student information is kept safe and confidential.

Testing and Data Management - Educators can create and print multiple choice (bubble sheet) exams and assessments on demand, scan and secure exams with instantaneous results. Designed to reduce high costs and long lead times associated with preprinted test and survey forms these solutions will speed the task of grading and analyzing results.

Assigning and Recovering Print Costs - Printing is more cost-effective and eco-friendly with follow-you printing/scanning/ copying while easily charging back departments, or students for printing, copying and scanning.

IT Services - Using Advanced Technology - Konica Minolta's award-winning All Covered Education IT Services provides a customizable suite of services based on your educational and administrative needs - all the elements of a managed IT program that frees teachers and administrators to achieve your goals.

All Covered
IT SERVICES FROM KONICA MINOLTA

All Covered provides the following IT services for schools and school districts:

- Driving results with personalized instructional tools from Promethean that includes interactive whiteboards and tables.
- Management of school and student-owned devices.
- Assisting administrative offices run efficiently with customized student information system (SIS).
- Leveraging school data with customized reports and data dashboard.
- Sharing of content between teachers and students.

Double2 - A Telepresence Robotic Device connect students and educators! Double2 helps homebound students join their classmates by giving them a physical presence in the classroom, as if in-person without missing any school work.

Improved Productivity with Scanning and Print Shop Job Submission Solutions - Improve productivity when managing school records and important documents. Most bizhub MFPs are designed to directly interface with many educational scanning systems, including Nuance's eCopy, RSA and PrintGroove. Plus, options for secure access are endless, including: keypad password, standard PIV/CAC identification card, HID card, and Biometric Authentication. All of these capabilities make bizhub MFPs the best choice to protect confidential student documents and records.

Control Costs and Optimize Document Workflow - Schools and school districts can monitor print usage, measure output and manage devices more effectively with our Managed Print Services program. Evaluate your district wide network, allocate your equipment to eliminate underutilized devices that waste energy and automate services and supplies to keep printers and MFPs working at peak performance with maximum uptime.

Create Course Packs with Digital Presses and Finishers - Our fleet of digital presses help you to create high quality cost-effective color or black and white perfect-bound course packs or marketing materials.

Wide-Format Printers for School Banners - Our wide-format printers can create professional banners, posters and other oversized learning materials providing infinite possibilities with superior quality to fully support your events and assemblies.

Protecting the Environment - Our Clean Planet Program leads the way in energy-saving and recycling initiatives to reduce environmental impact. This cost-free recycling program includes all consumables for all bizhub models and safely recycled according to EPA guidelines. Additionally, our environmentally friendly Simitri® toner formulation reduces emissions in production by



INFORMATION MANAGEMENT
Enterprise Content Management
Print Management
Automated Workflow Solutions
Business Process Automation
Security and Compliance
Mobility
eDiscovery Services



IT SERVICES
Application Services
Cloud Services
IT Security
Managed IT Services
IT Consulting and Projects
Managed Voice Services



TECHNOLOGY
Office Multifunction Business Solutions
Commercial and Production Printers
3D Printers
Wide Format Printers
Laptops, Desktops & Computer Hardware
Servers and Networking Equipment
Managed Print Services (MPS)
Managed Enterprise Services



KONICA MINOLTA

Konica-Minolta SDMC Refresh Proposal FMV pricing 12-02-22

Item Number	Item Description	48 months	60 months		48 months	60 months	Total Machine Price (60 month)	Current Sharp Model Mapping	Service Options: Flat Rate per month	OR	State of Florida per copy
AC77011	**BIZHUB 360I**	**51.90**	**42.96**								
AAMNWY1	DF-714 DUAL SCAN AUTO DOCUMENT FDER	10.07	8.33								
135700	DK-516 COPY DESK	1.63	1.35					MXM365n			Mono Click Rate
AAR4WY3	FS-539 FINISHER	11.33	9.37		$83.37	$69.00	$4,140.00	MXM4071	$ 40.00		0.0055
A87JWY2	RU-513 RELAY UNIT	1.62	1.34								
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33								
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
AC76011	**BIZHUB 450I**	**68.09**	**56.36**								
135700	DK-516 COPY DESK	1.63	1.35								
AAR4WY3	FS-539 FINISHER	11.33	9.37		$89.49	$74.07	$4,444.20	MXM465N	$ 64.00		Mono Click Rate
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33					MXM5070			0.0046
A87JWY2	RU-513 RELAY UNIT	1.62	1.34					MXM5071			
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94					MXB455W			
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
AC75011	**BIZHUB 550I**	**82.67**	**68.43**								
135700	DK-516 COPY DESK	1.63	1.35								
AAR4WY3	FS-539 FINISHER	11.33	9.37		$104.07	$86.14	$5,168.40		$ 65.00		Mono Click Rate
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33					MXM565N			0.0046
A87JWY2	RU-513 RELAY UNIT	1.62	1.34								
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
ACV7011	**BIZHUB 750I**	**145.89**	**120.76**								
ACWAWY1	OT-514 OUTPUT TRAY	1.86	1.54								
AAR4WY3	FS-539 FINISHER	11.33	9.37		$168.46	$139.44	$8,366.40	MXM754N	$ 140.00		Mono Click Rate
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33					MXM7570			0.00364
ACU6WY1	RU-519 RELAY UNIT	2.56	2.12								
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
A796015	**BIZHUB 958 COPIER/PRINTER**	**222.60**	**184.25**								
A87HWY1	FS-537 FINISHER (100 sheets)	22.59	18.69								Mono Click Rate
A87KWY1	RU-515 RELAY UNIT	2.60	2.15		$256.84	$212.59	$12,755.40				0.00364
A99KW11	PK-523 PUNCH KIT FOR FS-537	6.25	5.18								
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								



KONICA MINOLTA

Konica-Minolta SDMC Refresh Proposal FMV pricing 12-02-22

Item Number	Item Description	48 months	60 months		48 months	60 months	Total Machine Price (60 month)	Current Sharp Model Mapping	Service Options: Flat Rate per month	OR	State of Florida per copy
AA2K011	**BIZHUB C300I COLOR A3 MFP/30 PPM**	**71.34**	**59.05**								
AAMNWY1	DF-714 DUAL SCAN AUTO DOCUMENT FDER	10.07	8.33								Mono Click Rate
135700	DK-516 COPY DESK	1.63	1.35					MX3070N			0.0055
A87JWY2	RU-513 RELAY UNIT	1.62	1.34		$102.81	$85.09	$5,105.40		$ 54.00		
A87GWY3	FS-536 FINISHER (50 sheets)	11.33	9.37								Color Click Rate
A3ETW11	PK-520 Punch Kit	4.02	3.33								0.04402
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
AA2J011	**BIZHUB C360I COLOR A3 MFP/36 PPM**	**83.05**	**68.74**								
135700	DK-516 COPY DESK	1.63	1.35					MX4070N			Mono Click Rate
AAMNWY1	DF-714 DUAL SCAN AUTO DOCUMENT FDER	10.07	8.33					MX4071			0.0055
A87JWY2	RU-513 RELAY UNIT	1.62	1.34		$114.52	$94.78	$5,686.80	MXC301W	$ 109.00		
A87GWY3	FS-536 FINISHER (50 sheets)	11.33	9.37					MXC304W			Color Click Rate
A3ETW11	PK-520	4.02	3.33								0.04648
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
AA7R011	**BIZHUB C450I 45 PPM COLOR MFP**	**114.14**	**94.48**								
135700	DK-516 COPY DESK	1.63	1.35								Mono Click Rate
AAR4WY3	FS-539 FINISHER	11.33	9.37		$135.54	$112.19	$6,731.40		$ 192.00		0.00458
A87JWY2	RU-513 RELAY UNIT	1.62	1.34								
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33								Color Click Rate
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								0.03927
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								
*A883012	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	7.54	6.24								
AA7P011	**BIZHUB C550I 55 PPM COLOR MFP**	**136.81**	**113.24**								
135700	DK-516 COPY DESK	1.63	1.35					MX5141N			Mono Click Rate
AAR4WY3	FS-539 FINISHER	11.33	9.37		$158.21	$130.95	$7,857.00	MX5070N	$ 185.00		0.00495
A87JWY2	RU-513 RELAY UNIT	1.62	1.34					MX5070V			
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94					MX5071			Color Click Rate
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								0.04027
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33								
*AA1K011	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	1.66	1.38								
AA7N011	**BIZHUB C650I 65 PPM COLOR MFP**	**202.79**	**167.85**								
135700	DK-516 COPY DESK	1.63	1.35								Mono Click Rate
AAR4WY3	FS-539 FINISER	11.33	9.37		$ 224.19	$ 185.56	$ 11,133.60		$ 215.00		0.00499
A87JWY2	RU-513 RELAY UNIT	1.62	1.34								
R5427011136466GEN2	AU-205HGEN2 SQ-2020-94643	2.34	1.94								Color Click Rate
A4NMWY1	MK-735 IC CARD MOUNT KIT	0.46	0.38								0.04056
AC28W11	PK-524 2/3 PUNCH UNIT FOR FS-539	4.02	3.33								
*AA1K011	FK-514 Fax Kit (1st & 2nd LINE) ***Optional Item***	1.66	1.38								

Providing unparalleled benefits that include:

Innovative Strategies

We focus on the “now” but invest in the future. By investing in innovative strategies to support your digital transformation we create a business environment that will merge the real and digital worlds by creating intelligent, inclusive, multi-vendor platforms, that enable you to achieve their goals faster and more efficiently.

Account Management



Online Account Management

Manage your account from anywhere at any time by accessing MyKMBS.com. This secure and comprehensive portal is available online or via our mobile app allowing you to manage, maintain and control all of your Konica Minolta bizhub devices at your fingertips providing you with Comprehensive Fleet Reports available on demand!

MyKMBS.com

Do you know your actual cost of document printing? Printing is typically the third highest office expense behind rent and payroll[1]. Konica Minolta's Managed Print Services solution provides overall fleet management of your networked and local print devices. Reducing costs, increasing productivity, freeing IT resources and empowering you!



Recognition and Awards

We are proud to be recognized from widely respected industry organizations for our achievements as we continually demonstrate our ongoing pursuit for excellence.

Environmental Sustainability

Protecting our planet is a top priority. We pursue a broad array of environmental initiatives – eliminating pollutants, reducing energy consumption and creating products and solutions that help our clients realize their own sustainability goals and strive to assist our clients to resolve their environmental issues.



- Eco Vision 2050 - our long term environmental vision
- Solar Energy Initiative - installation of a solar panels to harness the power of the sun for pollution-free energy
- Earth Friendly Products - environmentally friendly innovations that consistently improve efficiencies in our print technologies
- EPEAT - proud to have the highest total of EPEAT points of any registered imaging equipment company in the world
- Clean Planet - program for cost-free recycling of our consumables
- Simitri® HD^{E} Toner - consumes less energy during production and CO_2, NOx and Sox emissions are reduced by more than 1/3 during use
- Green Products Certification System
- Green Factory Certification System
- Green Marketing

To ensure efficient implementation of environmental management Konica Minolta is committed to the environment by operating its management systems based on ISO 14001.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0097-KD

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and Konica Minolta Business Solutions U.S.A., Inc. (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 State of Florida Department of Management Services competitively procured and awarded Copiers and Managed Print Services 44000000-NASPO-19-ACS and is hereto as Exhibit A, ("Solicitation"). A contract was executed between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is for the purchase or lease of copiers and managed print services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on February 14, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by State of Florida Department of Management Services.

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.

5.2 **ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

5.4 **GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to

act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

5.9 **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

5.14 **FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial

insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial

results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

5.20 **COMPLIANCE WITH THE SUNSHINE LAW:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more

counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

5.34 ASSIGNMENT: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: Original Solicitation
6.1.2 Exhibit B: The Authorized Contract

7. **COVID 19**

7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**

8.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify

System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 13.5

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval to Accept and Expend a Florida Job Growth Workforce Training Grant, in the Amount of $436,000.00

Executive Summary
Florida Statute, Section 288.101, established the Florida Job Growth Grant Fund to promote economic opportunity by enhancing workforce training, to include grants to support programs offered at technical colleges. On April 12, 2022, the Board approved Manatee Technical College (MTC) to apply for these funds.

The Florida Department of Economic Opportunity (DEO) has selected MTC to be a recipient of these grant funds. Federal resources to be awarded pursuant to this agreement consist of the Coronavirus State and Local Fiscal Relief Fund (SLFRF), Catalog of Federal Domestic Assistance (CFDA) Number 21.027. Receipt of funds is contingent upon MTC entering into a grant agreement with DEO.

With this agreement, MTC is being awarded $436,000.00 to provide workforce training in Diesel Systems Technology 1. This training will provide students with transferable and sustainable workforce skills applicable to more than a single employer in Transportation, and Logistics targeted industries in Manatee County, Florida Workforce Region 18, Florida, and the nation. Completion will prepare students for certification and high-skill, high-wage employment, thereby aiding the Transportation and Logistics business sector.

This grant supports MTC in its ability to meet its mission to produce highly skilled individuals and resourceful leaders through collaborative education to meet the changing needs of our communities and the workforce.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 9
Advance career-centered programs across the District to provide quality post-high school education and employment opportunities

Recommendation
The Superintendent recommends approval to accept and expend a Florida Job Growth Workforce Training Grant, in the amount of $436,000.00.

Financial Impact
There is no cost to General Fund. All activities under this grant are funded at no expense to the District and are listed in the Grant Agreement, which is attached for review. This grant will bring the district up to $436,000.00. Grant dollars are designated to be spent on equipment. Indirect costs are not allowed.

Contact
Submitting Department: Adult, Career and Technical Education
Initiated By: Dr. Paul Gansemer

Attachments:
MTC-DEO Agreement G0103_Job Growth Workforce Grant

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FLORIDA JOB GROWTH WORKFORCE TRAINING GRANT AGREEMENT
STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY

THIS FLORIDA JOB GROWTH WORKFORCE TRAINING GRANT AGREEMENT (this "Agreement") is made and entered into by and between the State of Florida, Department of Economic Opportunity ("DEO"), and ***Manatee Technical College*** ("Grantee"). DEO and Grantee are sometimes referred to herein individually as a "Party" and collectively as "the Parties."

RECITALS

WHEREAS, Pursuant to section 288.101, Florida Statutes ("F.S.") Grantee submitted a proposal for funds;

WHEREAS, based on Grantee's submitted proposal and any amendments thereto (collectively, the "Proposal"), DEO has determined that the project described in **Exhibit A, Scope of Work**, attached and incorporated in this Agreement (the "Project") is necessary to support programs at state colleges and state technical centers that provide participants with transferable and sustainable workforce skills applicable to more than a single employer and for equipment associated with these programs;

WHEREAS, DEO has determined that Grantee's commitments satisfy the requirements necessary to recommend the proposed project described in the Proposal to the Governor of the State of Florida for an award from the Florida Job Growth Grant Fund (the "Grant Fund") pursuant to Section 288.101 of the Florida Statutes;

WHEREAS, the following Exhibits are attached hereto and incorporated herein as an integral part of this Agreement:

- Exhibit A: Scope of Work
- Exhibit B: Audit Requirements
  - Exhibit 1 to Exhibit B: funding Resources
- Exhibit C: Audit Compliance Certification
- Exhibit D: State and Federal Statues, Regulations, and Policies;

WHEREAS, this Agreement and its aforementioned Exhibits are hereinafter collectively referred to as the "Agreement", and if any inconsistencies or conflict between the language of this Agreement and its Exhibits arise, then the language of the Exhibits shall control, but only to the extent of the conflict or inconsistency;

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

AGREEMENT

1. TERM. This Agreement is effective as of the date on which the Acknowledgment Letter was issued (such date, the "Effective Date") and shall continue until the earlier to occur of (a) December 31, 2036 (such date, the "Expiration Date") unless an extension of the time period is requested by Grantee and granted in writing by DEO prior to the expiration of this Agreement or (b) the date on which this Agreement is terminated pursuant

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to Section 27. Notwithstanding the foregoing, the provisions of Sections 2, 7-11, 15, 16, 19, 26-31, 37, and Sections 5 and 10 of Exhibit A, Scope of Work shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 11 shall terminate in accordance with the requirements of Section 11. Expiration of this Agreement shall be considered termination of the Project. Notwithstanding the foregoing, in the event that Grantee fully satisfies its obligations set forth in Exhibit A, Scope of Work, as determined by DEO in its reasonable discretion, prior to the date set forth in the preceding sentence, then the "Expiration Date" shall be the date of such determination.

2. PERFORMANCE REQUIREMENTS: Grantee shall perform the services specified herein in accordance with the terms and conditions of this Agreement and all attachments and exhibits attached hereto and incorporated herein.

3. TYPE OF AGREEMENT: This Agreement is a ***cost reimbursement*** agreement.

4. RELEASE OF FUNDS: DEO shall pay Grantee up to ***Four Hundred Thirty-Six Thousand Dollars and Zero Cents ($436,000.00)*** in consideration for Grantee's performance and services pursuant to this Agreement. In accordance with s. 287.0582, F.S., the State of Florida and DEO's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. DEO has final authority as to both the availability of funds and what constitutes an "annual appropriation" of funds. The lack of appropriation or availability of funds shall not constitute a default by DEO. Grantee shall not use funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity. DEO has final authority as to what may constitute an "exclusive benefit of any single company, corporation, or business entity" under this Agreement. Use of funds provided pursuant to s. 288.101, F.S., for the exclusive benefit of any single company, corporation, or business entity is strictly prohibited, and DEO may, in its sole discretion, terminate this Agreement and demand immediate repayment of all funds, plus reasonable interest thereon, if DEO determines that Grantee used funds provided pursuant to this Agreement for the exclusive benefit of any single company, corporation, or business entity. Grantee is liable for all costs in excess of the amount paid by DEO.

5. PAYMENTS TO GRANTEE:

a. Grantee shall provide DEO's Agreement Manager invoices in accordance with the requirements of the State of Florida Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2) and with detail sufficient for a proper pre-audit and post-audit thereof. Invoices must also comply with the following:

1) Invoices must be legible and must clearly reflect the goods/services that were provided in accordance with the terms of this Agreement for the invoice period. Payment does not become due under this Agreement until DEO accepts and approves the invoiced deliverable(s) and any required report(s).

2) Invoices must contain Grantee's name, address, federal employer identification number or other applicable Grantee identification number, this Agreement number, the invoice number, and the invoice period. DEO or the State may require any additional information from Grantee that DEO or the State deems necessary to process an invoice in their sole and absolute discretion.

3) Invoices must be submitted in accordance with the time requirements specified in Exhibit A, SCOPE OF WORK.

b. At DEO's or the State's option, Grantee may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Grantee supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to DEO's Agreement Manager through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

c. Payment shall be made in accordance with s. 215.422, F.S., governing time limits for payment of invoices. The SCOPE OF WORK may specify conditions for retainage. Invoices returned to a Grantee due to preparation errors will result in a delay of payment. DEO is responsible for all payments under this Agreement.

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d. Section 55.03(1), F.S., identifies the process applicable to the determination of the rate of interest payable on judgments and decrees, and pursuant to s. 215.422(3)(b), F.S., this same process applies to the determination of the rate of interest applicable to late payments to vendors for goods and services purchased by the State and for contracts which do not specify a rate of interest. The applicable rate of interest is published at: https://www.myfloridacfo.com/Division/AA/LocalGovernments/Current.htm.

e. If authorized and approved, Grantee may be provided an advance as part of this Agreement.

f. **VENDOR OMBUDSMAN**: In accordance with s. 215.422(5), F.S., a Vendor Ombudsman, within the Department of Financial Services, advocates for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

6. REQUIREMENTS OF SECTION 287.058(1)(A) THROUGH (I), FLORIDA STATUTES:

a. Grantee shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof.

b. Travel expenses are not authorized under this Agreement.

c. DEO shall have the right to unilaterally cancel this Agreement for Grantee's refusal to allow public access to all documents, papers, letters or other materials made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S.

d. Grantee shall perform all tasks contained in Exhibit A, SCOPE OF WORK, attached hereto and incorporated herein.

e. DEO shall not pay Grantee until DEO: (1) determines satisfactory completion of each Deliverable described in the SCOPE OF WORK in accordance with the "Minimum Level of Service" and (2) gives Grantee written notice of same.

f. Grantee shall comply with all criteria set forth in Exhibit A, SCOPE OF WORK, and final date by which such criteria must be satisfied for completion of this Agreement.

g. This Agreement may not be renewed.

h. If Grantee fails to perform in accordance with this Agreement, DEO shall apply the financial consequences specified in Exhibit A, SCOPE OF WORK, of this Agreement.

i. Unless otherwise agreed upon in a separate writing, Grantee shall own all intellectual property rights preexisting the starting date of this Agreement, and the State of Florida through DEO shall own all intellectual property rights Grantee or Grantee's agent or contractor created or otherwise developed in performance of this Agreement after the starting date of this Agreement; provided, further, that proceeds derived from the sale, licensing, marketing, or other authorization related to any such state-owned intellectual property right shall be handled in the manner specified by applicable state statute.

7. REPRESENTATIONS AND WARRANTIES. Grantee hereby makes the following representations and warranties to DEO, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DEO to enter into this Agreement, and in reliance on which DEO has entered into this Agreement, as of the Effective Date, the dates on which Grantee submits each request for reimbursement under this Agreement, and the dates on which Grantee receives any reimbursement:

a. Grantee has all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary actions on the part of Grantee. After Grantee's execution and delivery and upon DEO's execution and delivery of this Agreement, this Agreement constitutes the legal, valid, and binding obligation of Grantee, enforceable against Grantee in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

b. Grantee's execution and delivery of this Agreement and Grantee's performance of the transactions contemplated hereby do not (i) conflict with or result in a breach of any provision of Grantee's charter or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of

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Grantee's indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. Grantee has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has Grantee been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). None of Grantee's elected or appointed officers, agents, employees, or other persons acting on its behalf has taken any act in furtherance of an offer, payment, promise to pay, authorization, or ratification of the payment, directly or indirectly, of any gift, money or anything of value to a government official or to obtain or retain business from any person or entity in violation of applicable law.

c. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the financial condition of Grantee or the Project, in each case, since the date of the Proposal. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or against any of its properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the financial condition of Grantee, the Project, or Grantee's ability to perform its obligations under this Agreement. No state or federal criminal investigation, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, the United States Department of Justice, or any other prosecutorial or law enforcement authority is pending or, to the knowledge of Grantee, threatened by or against Grantee or any of its elected officials.

d. DEO shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DEO of any untruth of any such representation or warranty of Grantee expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DEO's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule furnished by Grantee to DEO or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Proposal) or delivered pursuant to this Agreement when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

8. LAWS APPLICABLE TO THIS AGREEMENT:

a. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction without limiting the provisions of the DISPUTE RESOLUTION Section of this Agreement, the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. Should any term of this Agreement conflict with any applicable law, rule, or regulation, the applicable law, rule, or regulation shall control over the provisions of this Agreement. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

b. If applicable, Grantee is in compliance with the rules for e-procurement as directed by rule 60A-1.033, F.A.C., and that it shall maintain eligibility for this Agreement through the MyFloridaMarketplace.com system.

c. Grantee shall not expend any funds provided under this Agreement for the purpose of lobbying the Legislature, the judicial branch, or any state agency. DEO shall ensure compliance with s. 11.062, F.S., and s. 216.347, F.S.. Grantee shall not, in connection with this or any other agreement with the State, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or

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at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of DEO's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to this Agreement. Grantee shall retain such records in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS.

d. Grantee shall reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of Grantee's compliance with the terms of this or any other agreement between Grantee and the State which results in the suspension or debarment of Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. Grantee shall not be responsible for any costs of investigations that do not result in Grantee's suspension or debarment. Grantee understands and shall comply with the requirements of s. 20.055(5), F.S., including but not necessarily limited to, the duty of Grantee and any of Grantee's subcontractors to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to s. 20.055, F.S..

e. Public Entity Crime: Grantee is aware of and understands the provisions of s. 287.133(2)(a) F.S. pursuant to which a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on an agreement to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on an agreement with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under an agreement with any public entity and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, F.S., for Category Two ($35,000 in 2017) for a period of 36 months from the date of being placed on the convicted vendor list. Grantee shall disclose to DEO if Grantee, or any of Grantee's affiliates, as defined in s. 287.133(1)(a) of the Florida Statutes, is on the convicted vendor list or on any similar list maintained by any other state or the federal government.

f. Limitations on Advertising of Agreement: Subject to chapter 119, F.S., Grantee shall not publicly disseminate any information concerning this Agreement without prior written approval from DEO, including, but not limited to, mentioning this Agreement in a press release or other promotional material, identifying DEO or the State as a reference, or otherwise linking Grantee's name and either a description of this Agreement or the name of DEO or the State in any material published, either in print or electronically, to any entity that is not a Party to this Agreement, except potential actual employees, agents, representatives, or subcontractors with the professional skills necessary to perform the work services this Agreement requires..

g. Disclosure of Sponsorship: As required by s. 286.25, F.S., if Grantee is a nongovernmental organization that sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Department of Economic Opportunity." If the sponsorship reference is in written material, the words "State of Florida, Department of Economic Opportunity" shall appear in the same size letters or type as the name of the organization.

h. Mandatory Disclosure Requirements:

1) Conflict of Interest: This Agreement is subject to chapter 112, F.S.. Grantee shall disclose the name of any officer, director, employee, or other agent who is also an employee of the State. Grantee shall also disclose the name of any State employee who owns, directly or indirectly, more than a 5 percent interest in Grantee or Grantee's affiliates.

2) Vendors on Scrutinized Companies Lists: Grantee is aware of and understands the provisions of s. 287.134(2)(a), F.S.. As required by s. 287.135(5), Grantee certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, F.S.; (2) engaged in a boycott of Israel; (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, F.S.; (4) engaged in business operations in Cuba or Syria.

a) Pursuant to s. 287.135(5), F.S., DEO may immediately terminate this Agreement if Grantee submits a false certification as to the above, or if Grantee is placed on the Scrutinized

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Companies that Boycott Israel List, engages in a boycott of Israel, is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has engaged in business operations in Cuba or Syria.

b) If DEO determines that Grantee has submitted a false certification, DEO shall provide written notice to Grantee. Unless Grantee demonstrates in writing, within 90 calendar days of receipt of the notice, that DEO's determination of false certification was made in error, DEO shall bring a civil action against Grantee. If DEO's determination is upheld, a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed on Grantee, and Grantee shall be ineligible to bid on any Agreement with any agency or local governmental entity for three years after the date of DEO's determination of false certification by Grantee.

c) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

3) Discriminatory Vendors: Grantee shall disclose to DEO if it or any of its affiliates, as defined by s. 287.134(1)(a.), F.S., appears on the discriminatory vendor list. An entity or affiliate placed on the discriminatory vendor list pursuant to s. 287.134, F.S., may not: (1) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; (2) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; (3) submit bids, proposals, or replies on leases of real property to a public entity; (4) be awarded or perform work as a contractor, subcontractor, Grantee, supplier, sub grantee, or consultant under a contract or agreement with any public entity; or (5) transact business with any public entity.

4) Abuse, Neglect, and Exploitation Incident Reporting: In compliance with ss. 39.201 and 415.1034, F.S., an employee of Grantee who knows or has reasonable cause to suspect that a child, aged person, or disabled adult is or has been abused, neglected, or exploited shall immediately report such knowledge or suspicion to the Florida Abuse Hotline by calling 1-800-96ABUSE, or via the web reporting option at www.myflfamilies.com/service-programs/abuse-hotline, or via fax at 1-800-914-0004.

5) Information Release:

a) Grantee shall keep and maintain public records required by DEO to perform Grantee's responsibilities hereunder. Grantee shall, upon request from DEO's custodian of public records, provide DEO with a copy of the requested records or allow the records to be inspected or copied within a reasonable time per the cost structure provided in chapter 119, F.S., and in accordance with all other requirements of chapter 119, F.S., or as otherwise provided by law. Upon expiration or termination of this Agreement, Grantee shall transfer, at no cost, to DEO all public records in possession of Grantee or keep and maintain public records required by DEO to perform the service. If Grantee keeps and maintains public records upon completion of this Agreement, Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to DEO, upon request from the DEO's custodian of records, in a format that is compatible with the information technology systems of DEO.

b) If DEO does not possess a record requested through a public records request, DEO shall notify Grantee of the request as soon as practicable, and Grantee must provide the records to DEO or allow the records to be inspected or copied within a reasonable time. If Grantee does not comply with DEO's request for records, DEO shall enforce the provisions set forth in this Agreement. A Grantee who fails to provide public records to DEO within a reasonable time may be subject to penalties under s. 119.10, F.S..

c) Grantee acknowledges that DEO is subject to the provisions of chapter 119, F.S., relating to public records and that reports, invoices, and other documents Grantee submits to DEO under this Agreement may constitute public records under Florida Statutes. Grantee shall cooperate with DEO regarding DEO's efforts to comply with the requirements of chapter 119, F.S..

d) If Grantee submits records to DEO that are confidential and exempt from public disclosure as trade secrets or proprietary confidential business information, such records should be identified as such by Grantee prior to submittal to DEO. Failure to identify the legal basis for each exemption from the requirements of chapter 119, F.S., prior to submittal of the record to DEO may serve as a waiver of a claim of exemption. Grantee shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if Grantee does not transfer the records to DEO upon termination of this Agreement.

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e) Grantee shall allow public access to all records made or received by Grantee in conjunction with this Agreement, unless the records are exempt from s. 24(a) of Article I of the State Constitution and s. 119.07(1), F.S. For records made or received by Grantee in conjunction with this Agreement, Grantee shall respond to requests to inspect or copy such records in accordance with chapter 119, F.S..

f) In addition to Grantee's responsibility to directly respond to each request it receives for records made or received by Grantee in conjunction with this Agreement and to provide the applicable public records in response to such request, Grantee shall notify DEO of the receipt and content of such request by sending an e-mail to PRRequest@deo.myflorida.com within one business day from receipt of such request.

g) Grantee shall notify DEO verbally within 24 chronological hours and in writing within 72 chronological hours if any data in Grantee's possession related to this Agreement is subpoenaed or improperly used, copied, or removed (except in the ordinary course of business) by anyone except an authorized representative of DEO. Grantee shall cooperate with DEO in taking all steps as DEO deems advisable to prevent misuse, regain possession, and/or otherwise protect the State's rights and the data subject's privacy.

h) IF GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 850-245-7140, via e-mail at PRRequest@deo.myflorida.com, or by mail at Department of Economic Opportunity, Public Records Coordinator, 107 East Madison Street, Caldwell Building, Tallahassee, Florida 32399-4128.

6) Funding Requirements of s. 215.971(1), F.S.:

a) Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during the term of this Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf).

b) Grantee shall refund to DEO any balance of unobligated funds which has been advanced or paid to Grantee.

c) Grantee shall refund to DEO all funds paid in excess of the amount to which Grantee or its subcontractors are entitled under the terms and conditions of this Agreement.

7) Section 288.101, F.S.: Grantee shall: (a) operate the workforce training program that is the subject of this Agreement, as described in Exhibit A, SCOPE OF WORK, in a manner that meets and complies with all federal, state, and local laws, rules, and regulations, including but not limited to, the requirements of s. 288.101, F.S.; (b) not use funds provided under this Agreement for the exclusive benefit of any single company, corporation, or business entity; (c) use funds provided under this Agreement will support a program at a state college or state technical center; and (d) the workforce training program: (i) will provide participants with transferable, sustainable workforce skills applicable to more than a single employer; (ii) will be offered to the public based on criteria established by the state college or state technical center; and (iii) will not exclude applicants who are unemployed or underemployed.

9. FINAL INVOICE: Grantee shall submit the final invoice for payment to DEO no later than 60 calendar days after this Agreement ends or is terminated. If Grantee fails to do so, DEO, in its sole and absolute discretion, may refuse to honor any requests submitted after this time period and may consider Grantee to have forfeited any and all rights to payment under this Agreement.

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10. RECOUPMENT OF FUNDS:

a. Grantee shall refund to DEO any overpayment of funds due to unearned or disallowed funds under this Agreement as follows: (a) if Grantee or an independent auditor discovers an overpayment, Grantee shall repay to DEO such overpayment no later than 30 calendar days after discovery or notification of each such overpayment; or (b) if DEO first discovers an overpayment, DEO shall notify Grantee in writing, and Grantee shall repay to DEO each such overpayment no later than 30 calendar days after receiving DEO's notification. Refunds should be sent to DEO's Agreement Manager, and made payable to the "Department of Economic Opportunity." DEO may charge interest at the lawful rate of interest on the outstanding balance beginning on the 31st calendar day after the date of notification or discovery. DEO is the final authority as to what may constitute an "overpayment" under this Agreement.

b. Notwithstanding any other provisions of this Agreement, including but not limited to the damages limitations of the LAWS APPLICABLE TO THIS AGREEMENT Section herein, if Grantee is non-compliant with any provision of this Agreement or applicable law, or if DEO imposes financial consequences on Grantee pursuant to the terms of this Agreement, DEO has the right to recoup all resulting cost, monetary loss and/or funds owed to DEO or the State of Florida, from monies owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity. If the discovery of such noncompliance or imposition of financial consequences and resulting cost, loss, and/or debt to DEO or the State of Florida arises when no monies are owed to Grantee under this Agreement or any other Agreement between Grantee and any State entity, Grantee shall pay DEO in full such cost, loss, and/or funds owed to DEO or the State of Florida with non-State funds within 30 calendar days of the date of notice of the amount owed, unless DEO agrees, in writing, to an alternative timeframe. DEO, in DEO's sole and absolute discretion, shall determine the resulting cost, loss and/or funds owed to DEO or the State of Florida under this Agreement.

11. AUDITS AND RECORDS:

a. Representatives of DEO, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or representatives of the federal government and their duly authorized representatives shall have access to any of Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

b. Grantee shall maintain books, records, and documents in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all expenditures of funds DEO provided under this Agreement.

c. Grantee shall comply with all applicable requirements of s. 215.97, F.S., and Exhibit B, AUDIT REQUIREMENTS; and, if an audit is required thereunder, Grantee shall disclose all related party transactions to the auditor.

d. Grantee shall retain all Grantee's records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement in accordance with the record retention requirements of Part V of Exhibit B, AUDIT REQUIREMENTS. Upon DEO's request, Grantee shall cooperate with DEO to facilitate the duplication and transfer of such records or documents.

e. Grantee shall include the aforementioned audit and record keeping requirements in all approved subrecipient subcontracts and assignments.

f. Within 60 calendar days of the close of Grantee's fiscal year, on a yearly basis, Grantee shall electronically submit a completed AUDIT COMPLIANCE CERTIFICATION (a version of this certification is attached hereto as Exhibit C) to audit@deo.myflorida.com. Grantee's timely submittal of one completed AUDIT COMPLIANCE CERTIFICATION for each applicable fiscal year shall fulfill this requirement within all agreements (e.g., contracts, grants, memorandums of understanding, memorandums of agreement, economic incentive award agreements, etc.) between DEO and Grantee.

g. Grantee shall (i) maintain all funds Grantee received pursuant to this Agreement in bank accounts separate from its other operating or other special purposes accounts, or (ii) expressly designate in Grantee's business records and accounting system, maintained in good faith and in the regular course of business, that such funds originated from this Agreement. Grantee shall not commingle the funds provided

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under this Agreement with any other funds, projects, or programs. DEO may, in its sole and absolute discretion, disallow costs that result from purchases made with commingled funds.

12. EMPLOYMENT ELIGIBILITY VERIFICATION:

a. E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at: https://www.e-verify.gov/.

b. In accordance with section 448.095, F.S., the State of Florida expressly requires the following:

i. Every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

ii. A private employer shall, after making an offer of employment which has been accepted by a person, verify such person's employment eligibility. A private employer is not required to verify the employment eligibility of a continuing employee hired before January 1, 2021. However, if a person is a contract employee retained by a private employer, the private employer must verify the employee's employment eligibility upon the renewal or extension of his or her contract.

c. If an entity does not use E-Verify, the entity shall enroll in the E-Verify system prior to hiring any new employee or retaining any contract employee after the effective date of this Agreement.

13. DUTY OF CONTINUING DISCLOSURE OF LEGAL PROCEEDINGS:

a. Prior to execution of this Agreement, Grantee must disclose in a written statement to DEO's Agreement Manager all prior or on-going civil or criminal litigation, investigations, arbitration, or administrative proceedings (collectively "Proceedings") involving Grantee (and each subcontractor of Grantee). Thereafter, Grantee has a continuing duty to promptly disclose all Proceedings upon occurrence.

b. This duty of disclosure applies to Grantee's or Grantee's subcontractor's officers and directors when any Proceeding relates to the officer or director's business or financial activities. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

c. Grantee shall promptly notify DEO's Agreement Manager of any Proceeding relating to or affecting Grantee's or Grantee's subcontractor's business. If the existence of such Proceeding causes the State concern about Grantee's ability or willingness to perform this Agreement, then upon DEO's request, Grantee shall provide to DEO's Agreement Manager all reasonable assurances that: (i) Grantee will be able to perform this Agreement in accordance with its terms and conditions; and (ii) Grantee and/or its employees, agents, or subcontractor(s) have not and will not engage in conduct in performing services for DEO which is similar in nature to the conduct alleged in such Proceeding.

14. ASSIGNMENTS AND SUBCONTRACTS:

a. Grantee shall not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DEO, which consent may be withheld in DEO's sole and absolute discretion. Any Grantee's attempted assignment of this Agreement or of any of Grantee's rights hereunder in violation of this provision shall be void *ab initio*. DEO will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice of same to Grantee.

b. Grantee shall be responsible for all work performed and all expenses incurred in fulfilling the obligations of this Agreement. If DEO permits Grantee to subcontract all or part of the work contemplated under this Agreement, including entering into subcontracts with vendors for services, Grantee shall formalize all such subcontracts in documents containing all provisions appropriate and necessary to ensure subcontractor's compliance with this Agreement and applicable state and federal law. Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under each subcontract. If the State of Florida approves transfer of Grantee's obligations, Grantee remains responsible for all work performed and all

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expenses incurred in connection with this Agreement. Grantee, at Grantee's expense, shall defend DEO against all Grantee's subcontractors' claims of expenses or liabilities incurred under subcontracts.

c. Grantee shall only use properly trained persons who meet or exceed any specified training qualifications as employees, subcontractors, or agents performing work under this Agreement. Upon request, Grantee shall furnish to DEO a copy of technical certification or other proof of qualification. All Grantee's employees, subcontractors, or agents performing work under this Agreement shall comply with all DEO security and administrative requirements detailed herein. DEO may conduct, and Grantee shall cooperate with all security background checks or other assessments of Grantee's employees, subcontractors, or agents. DEO may refuse access to or require replacement of any of Grantee's employees, subcontractors, or agents for cause, including, but not limited to: technical or training qualifications, quality of work, change in security status, or non-compliance with DEO's security or administrative requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with this Agreement. For cause, DEO may reject and bar any of Grantee's employees, subcontractors, or agents from any facility.

d. This Agreement shall bind the successors, assigns, and legal representatives of Grantee and of any legal entity that succeeds to the obligations of the State of Florida. The State of Florida may assign or transfer its rights, duties, or obligations under this Agreement to another governmental Grantee in the State of Florida.

e. In accordance with s. 287.0585, F.S., and unless otherwise agreed upon in writing between Grantee and subcontractor, Grantee shall pay each Grantee's subcontractor within seven working days of receiving DEO's full or partial payments. Grantee's failure to comply with the immediately preceding sentence shall result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due.

f. Grantee shall provide to DEO a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors/material suppliers for that period and the project to date. This report shall include the names, addresses, and compensation dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant, and shall be sent to DEO's Agreement Manager. The Office of Supplier Diversity at (850) 487-0915 is available to provide information re: qualified minorities. DEO's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.

g. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

15. NONEXPENDABLE PROPERTY:

a. For purposes of this Agreement, "nonexpendable property" is the same as "property" as defined in s. 273.02, F.S., (equipment, fixtures, and other tangible personal property of a non-consumable and nonexpendable nature.)

b. All nonexpendable property, purchased under this Agreement, shall be listed on the property records of Grantee. Grantee shall inventory annually and maintain accounting records for all nonexpendable property purchased and submit an inventory report to DEO with the final expenditure report. The records shall include, at a minimum, the following information: property tag identification number, description of the item(s), physical location, name, make or manufacturer, year, and/or model, manufacturer's serial number(s), date of acquisition, and the current condition of the item.

c. At no time shall Grantee dispose of nonexpendable property purchased under this Agreement without DEO's written permission; provided further that Grantee shall at all times follow DEO's instructions regarding such disposition.

d. Immediately upon discovery, Grantee shall notify DEO, in writing, of any property loss with the date and reason(s) for the loss.

e. Grantee shall be responsible for the correct use of all nonexpendable property Grantee purchases or DEO furnishes under this Agreement.

f. A formal Agreement amendment is required prior to the purchase of any item of nonexpendable property not specifically listed in the approved Agreement budget.

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g. Title (ownership) to all nonexpendable property acquired with funds from this Agreement shall be vested in DEO and said property shall be transferred to DEO upon completion or termination of this Agreement unless otherwise authorized in writing by DEO.

16. REQUIREMENTS APPLICABLE TO THE PURCHASE OF OR IMPROVEMENTS TO REAL PROPERTY: In accordance with s. 287.05805, F.S., if funding provided under this Agreement is used for the purchase of or improvements to real property, Grantee shall grant DEO a security interest in the property in the amount of the funding provided by this Agreement for the purchase of or improvements to the real property for five years from the date of purchase or the completion of the improvements or as further required by law.

17. INFORMATION RESOURCE ACQUISITION: Grantee shall obtain prior written approval from the appropriate DEO authority before purchasing any Information Technology Resource (ITR) or conducting any activity that will impact DEO's electronic information technology equipment or software, as both terms are defined in DEO Policy Number 5.01, in any way. ITR includes computer hardware, software, networks, devices, connections, applications, and data. Grantee shall contact the DEO Agreement Manager listed herein in writing for the contact information of the appropriate DEO authority for any such ITR purchase approval.

18. INSURANCE: During this Agreement, including the initial Agreement term, renewal(s), and extensions, Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits as may be reasonably associated with this Agreement and further described below. Providing and maintaining adequate insurance coverage is a material obligation of Grantee, and failure to maintain such coverage may void this Agreement, at DEO's sole and absolute discretion, after DEO's review of Grantee's insurance coverage when Grantee is unable to comply with DEO's requests re: additional appropriate and necessary insurance coverage. The limits of coverage under each policy maintained by Grantee shall not be interpreted as limiting Grantee's liability and obligations under this Agreement. All insurance policies shall be through insurers licensed and authorized to write policies in Florida.

a. Upon execution of this Agreement, Grantee shall provide DEO written verification of the existence and amount for each type of applicable insurance coverage. Within 30 calendar days of the Effective Date, Grantee shall furnish DEO proof of applicable insurance coverage by standard ACORD form certificates of insurance. If an insurer cancels any applicable coverage for any reason, Grantee shall immediately notify DEO of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within 15 business days after the cancellation of coverage. The insurance certificate must name DEO as an additional insured and identify DEO's Agreement Number. Copies of new insurance certificates must be provided to DEO's Agreement Manager with each insurance renewal.

b. DEO shall not pay for any insurance policy deductible. The payment of each such deductible shall be Grantee's sole responsibility. Grantee shall obtain the following types of insurance policies.

1) Commercial General Liability Insurance: Unless Grantee is a state agency or subdivision as defined by s. 768.28(2), F.S., Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during this Agreement. A self-insurance program established and operating under the laws of the State of Florida may provide such coverage.

2) Workers' Compensation and Employer's Liability Insurance: Grantee, at all times during this Agreement, at its sole expense, shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with this Agreement, which, as a minimum, shall be: workers' compensation and employer's liability insurance in accordance with chapter 440, F.S., with minimum employer's liability limits of $100,000 per accident, $100,000 per person, and $500,000 policy aggregate. Such policy shall cover all employees engaged in any Agreement work.

3) Other Insurance: During the term of this Agreement, Grantee shall maintain any other insurance as required in Exhibit A, SCOPE OF WORK**.**

19. CONFIDENTIALITY AND SAFEGUARDING INFORMATION:

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a. Each Party may have access to confidential information made available by the other. The provisions of the Florida Public Records Act, Chapter 119, F.S., and other applicable state and federal laws shall govern disclosure of any confidential information received by the State of Florida.

b. Grantee must implement procedures to ensure the appropriate protection and confidentiality of all data, files, and records involved with this Agreement.

c. Except as necessary to fulfill the terms of this Agreement and with the written permission of DEO, Grantee shall not divulge to third parties any confidential information obtained by Grantee or its agents, distributors, resellers, subcontractors, officers, or employees in the course of performing Agreement work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or DEO.

d. Grantee shall not use or disclose any information concerning a recipient of services under this Agreement for any purpose in conformity with state and federal law or regulations except upon written consent of the recipient, or his responsible parent or guardian when authorized by law, if applicable.

e. When Grantee has access to DEO's network and/or applications, in order to fulfill Grantee's obligations under this Agreement, Grantee shall abide by all applicable DEO Information Technology Security procedures and policies. Grantee (including its employees, subcontractors, agents, or any other individuals to whom Grantee exposes confidential information obtained under this Agreement), shall not store, or allow to be stored, any confidential information on any portable storage media (*e.g.*, laptops, thumb drives, hard drives, *etc.*) or peripheral device with the capacity to hold information. Failure to strictly comply with this provision shall constitute a breach of Agreement.

f. Grantee shall immediately notify DEO in writing when Grantee, its employees, agents, or representatives become aware of an inadvertent disclosure of DEO's unsecured confidential information in violation of the terms of this Agreement. Grantee shall report to DEO any Security Incidents of which it becomes aware, including incidents sub-contractors or agents reported to Grantee. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of DEO information in Grantee's possession or electronic interference with DEO operations; provided, however, that random attempts at access shall not be considered a security incident. Grantee shall make a report to DEO not more than seven business days after Grantee learns of such use or disclosure. Grantee's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the confidential information used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Grantee has done or shall do to mitigate any detrimental effect of the unauthorized use or disclosure, and (v) what corrective action Grantee has taken or shall take to prevent future similar unauthorized use or disclosure. Grantee shall provide such other information, including a written report, as DEO's Information Security Manager requests.

g. If a breach of security concerning confidential personal information involved with this Agreement occurs, Grantee shall comply with s. 501.171, F.S., as applicable. When notification to affected persons is required under this section of the statute, Grantee shall provide that notification, but only after receipt of DEO's written approval of the contents of the notice. For purposes of this Agreement, "breach of security" or "breach" means the unauthorized access of data in electronic form containing personal information, as defined in s. 501.171, (1)(a), F.S.. Good faith acquisition of personal information by an employee or agent of Grantee is not a breach, provided the information is not used for a purpose unrelated to Grantee's obligations under this Agreement or is not subject to further unauthorized use.

20. WARRANTY OF ABILITY TO PERFORM: Grantee warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Grantee's ability to satisfy its Agreement obligations. Grantee shall immediately notify DEO in writing if its ability to perform is compromised in any manner during the term of this Agreement.

21. PATENTS, COPYRIGHTS, AND ROYALTIES:

a. All legal title and every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, or any other intellectual property right to, the work developed or produced under or in connection with this Agreement, is the exclusive property of DEO to be granted to and vested in the Florida Department of State for the use and benefit of the state; and no person,

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firm or corporation shall be entitled to use the same without the written consent of the Florida Department of State. Any contribution by Grantee or its employees, agents or contractors to the creation of such works shall be considered works made for hire by Grantee for DEO and, upon creation, shall be owned exclusively by DEO. To the extent that any such works may not be considered works made for hire for DEO under applicable law, Grantee agrees, upon creation of such works, to automatically assign to DEO ownership, including copyright interests and any other intellectual property rights therein, without the necessity of any further consideration.

b. If any discovery or invention arises or is developed in the course or as a result of work or services performed with funds from this Agreement, Grantee shall refer the discovery or invention to DEO who shall refer it to the Department of State to determine whether patent protection shall be sought in the name of the State of Florida.

c. Where activities supported by this Agreement produce original writings, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, DEO has the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to allow others acting on behalf of DEO to do so. Grantee shall give DEO written notice when any books, manuals, films, websites, web elements, electronic information, or other copyrightable materials are produced.

d. Notwithstanding any other provisions herein, in accordance with s. 1004.23, F.S., a state university is authorized in its own name to perform all things necessary to secure letters of patent, copyrights, and trademarks on any works it produces. Within 30 calendar days of same, the president of a state university shall report to the Department of State any such university's action taken to secure or exploit such trademarks, copyrights, or patents in accordance with s. 1004.23(6), F.S..

22. INDEPENDENT CONTRACTOR STATUS: In Grantee's performance of its duties and responsibilities under this Agreement, it is mutually understood and agreed that Grantee is at all times acting and performing as an independent contractor. DEO shall neither have nor exercise any control or direction over the methods by which Grantee shall perform its work and functions other than as provided herein.

a. Nothing in this Agreement is intended to or shall be deemed to constitute a partnership or joint venture between the Parties.

b. Except where Grantee is a state agency, Grantee, its officers, agents, employees, subcontractors, or assignees, in performance of this Agreement shall act in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Nor shall Grantee represent to others that, as Grantee, it has the authority to bind DEO unless specifically authorized to do so.

c. Except where Grantee is a state agency, neither Grantee, nor its officers, agents, employees, subcontractors, or assignees are entitled to state retirement or state leave benefits, or to any other compensation of state employment as a result of performing the duties and obligations of this Agreement.

d. Grantee shall take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, employee, joint venturer, or partner of the State of Florida.

e. Unless justified by Grantee, and agreed to by DEO in Exhibit A, SCOPE OF WORK, DEO will not furnish services of support (*e.g.*, office space, office supplies, telephone service, secretarial, or clerical support) to Grantee or its subcontractor or assignee.

f. DEO shall not be responsible for withholding taxes with respect to Grantee's compensation hereunder. Grantee shall have no claim against DEO for vacation pay, sick leave, retirement benefits, social security, workers' compensation, health or disability benefits, reemployment assistance benefits, or employee benefits of any kind. Grantee shall ensure that its employees, subcontractors, and other agents, receive benefits and necessary insurance (health, workers' compensation, reemployment assistance benefits) from an employer other than the State of Florida.

g. At all times during this Agreement, Grantee shall comply with the reporting and Reemployment Assistance contribution payment requirements of chapter 443, F.S..

23. ELECTRONIC FUNDS TRANSFER: Within 30 calendar days of the date the last Party has signed this Agreement, Grantee shall enroll in Electronic Funds Transfer (EFT) from the State's Chief Financial Officer. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor

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instruction page at: https://www.myfloridacfo.com/Division/AA/Vendors/. Questions should be directed to the EFT Section at (850) 413-5517. Once enrolled, EFT shall make invoice payments.

24. MODIFICATION: If, in DEO's sole and absolute determination, changes to this Agreement are necessitated by law or otherwise, DEO may at any time, with written notice of all such changes to Grantee, modify this Agreement within its original scope and purpose. Grantee shall be responsible for any due diligence necessary to determine the impact of the modification. Any modification of this Agreement Grantee requested must be in writing and duly signed by all Parties in order to be enforceable.

25. TIME IS OF THE ESSENCE: Time is of the essence regarding Grantee's performance of obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in Exhibit A, SCOPE OF WORK, and shall be strictly construed.

26. CONSTRUCTION; INTERPRETATION: The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties.. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

27. TERMINATION: DEO may terminate this Agreement if:

a. DEO determines in its sole and absolute discretion that it is in the State's interest to do so;

b. Grantee breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect;

c. Grantee or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Proposal, or the transactions contemplated hereby and thereby;

d. Funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, DEO may terminate this Agreement upon no less than 24-hour written notice to Grantee. DEO shall be the final authority as to the availability of funds. If this Agreement is terminated pursuant to this provision, Grantee shall be paid for any work satisfactorily completed prior to notification of termination;

e. Grantee institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to Grantee or to all or any material part of its property is instituted without the consent of Grantee and Grantee

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fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding;

f. Grantee becomes unable to or admits in writing its inability to or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of Grantee or Grantee otherwise becomes insolvent; or

g. A preponderance of evidence that Grantee is not proceeding with the Project, including, without limitation, a decision by Grantee not to proceed with the Project, including upon receipt by DEO of Grantee's written request to terminate this Agreement (a. through g. collectively, the "Termination Events").

h. Notwithstanding anything in this Agreement to the contrary, if DEO exercises its right to terminate this Agreement as the result of the occurrence of a Termination Event, any reimbursement payments that have not been disbursed to Grantee, including any payment that has been authorized and not yet disbursed, shall be immediately forfeited and Grantee shall return funds within thirty (30) days of the termination of this Agreement. All work in progress on Florida Department of Transportation right-of-way will become the property of the Florida Department of Transportation and will be turned over promptly by Grantee. The rights and remedies of DEO in this clause are in addition to any other rights and remedies provided by law or under this Agreement. Grantee shall not furnish any product after it receives the notice of termination, except as DEO specifically instructs Grantee in writing. Grantee shall not be entitled to recover any cancellation charges or lost profits.

28. DISPUTE RESOLUTION: Unless otherwise stated in Exhibit A, SCOPE OF WORK, DEO shall decide disputes concerning the performance of this Agreement, and DEO shall serve written notice of same to Grantee. DEO's decision shall be final and conclusive unless within 21 calendar days from the date of receipt, Grantee files with DEO a petition for administrative hearing. DEO's final order on the petition shall be final, subject to any right of Grantee to judicial review pursuant to chapter 120.68, F.S. Exhaustion of administrative remedies is an absolute condition precedent to Grantee's ability to pursue any other form of dispute resolution; provided however, that the Parties may employ the alternative dispute resolution procedures outlined in chapter 120, F.S..

29. INDEMNIFICATION: (NOTE: If Grantee is a state agency or subdivision, as defined in s. 768.28(2), F.S., pursuant to s. 768.28(19), F.S., neither Party indemnifies nor insures or assumes any liability for the other Party for the other Party's negligence.)

a. Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify, defend, and hold harmless the State and DEO, and their officers, agents, and employees for that portion of any loss or damages the negligent act or omission of DEO or the State proximately caused.

b. Further, Grantee shall fully indemnify, defend, and hold harmless the State and DEO from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right; provided, however, that the foregoing obligation shall not apply to DEO's misuse or modification of Grantee's products or DEO's operation or use of Grantee's products in a manner not contemplated by this Agreement. If any product is the subject of an infringement suit, or in Grantee's opinion is likely to become the subject of such a suit, Grantee may, at Grantee's sole expense, procure for DEO the right to continue using the product or to modify it to become non-infringing. If Grantee is not reasonably able to modify or otherwise secure for DEO the right to continue using the product, Grantee shall remove the product and refund DEO the amounts paid in excess of a reasonable fee, as determined by DEO in its sole and absolute discretion, for past use. DEO shall not be liable for any royalties.

c. Grantee's obligations under the two immediately preceding paragraphs above, with respect to any legal action are contingent upon the State or DEO giving Grantee (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense, and (3) assistance in defending the action at Grantee's sole expense. Grantee shall not be liable for

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any cost, expense, or compromise incurred or made by the State or DEO in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

d. Grantee expressly assumes any and all liability for payment to its agents, employees, contractors, subcontractors, consultants, and subconsultants, as applicable, and shall indemnify and hold DEO harmless from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to any denial or reduction of any invoice submitted by Grantee to DEO for reimbursement for costs under this Agreement where DEO is imposing the financial consequences stated herein.

e. Grantee shall carry or cause its contractor/subcontractor/ consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law.

f. Grantee shall include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants, who perform work in connection with this Agreement:

> "The contractor/subcontractor/consultant/subconsultant shall indemnify, defend, save and hold harmless the Florida Department of Economic Opportunity and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor/subcontractor/ consultant/subconsultant, its officers, agents or employees."]

30. LIMITATION OF LIABILITY: For all claims against Grantee under this Agreement, and regardless of the basis on which the claim is made, Grantee's liability under this Agreement for direct damages shall be limited to the greater of $100,000 or the dollar amount of this Agreement. This limitation shall not apply to claims arising under the INDEMNIFICATION Section of this Agreement. Unless otherwise specifically enumerated in this Agreement or in the purchase order, no Party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless this Agreement or purchase order requires Grantee to back-up data or records), even if the Party has been advised that such damages are possible. No Party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and DEO may, in addition to other remedies available to them at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of Grantee or its affiliates to the State against any payments due Grantee under any Agreement with the State.

31. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor shall such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision shall be deemed stricken, and the remainder of this Agreement shall remain in full force and effect. DEO and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to Grantee under this Agreement up to any amounts due and owing to DEO with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

32. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE: Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, if a delay results from the foregoing causes, the Party shall take all reasonable measures to

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mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, the delay shall not result in any additional charge or cost under this Agreement to either Party. In the case of any delay Grantee believes is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, Grantee shall notify DEO in writing of the delay or potential delay and describe the cause of the delay either: (1) within 10 calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section is a condition precedent to such remedy. DEO, in its sole discretion, will determine if the delay is excusable under this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against DEO. Grantee shall not be entitled to an increase in this Agreement price or payment of any kind from DEO for direct, indirect, consequential, impact, or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE Section, after the causes have ceased to exist, Grantee shall perform at no increased cost, unless DEO determines, in its sole discretion, that the delay will significantly impair the value of this Agreement to DEO or the State, in which case, DEO may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to DEO with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from this Agreement quantity; or (3) terminate this Agreement in whole or in part.

33. ATTORNEYS' FEES; EXPENSES: Except as set forth otherwise herein, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby.

34. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. Excluding the specific provisions of Section 24, MODIFICATIONS, hereinabove allowing DEO in DEO's sole and absolute determinations to make unilateral changes to this Agreement, no amendment shall be effective unless reduced to writing and signed by an authorized officer of Grantee and the authorized agent of DEO. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

35. AUTHORITY OF GRANTEE'S SIGNATORY: Upon execution, Grantee shall return the executed copies of this Agreement in accordance with the instructions DEO provided along with documentation confirming and certifying that the below signatory has authority to bind Grantee to this Agreement as of the date of execution. Such documentation may be in the form of a legal opinion from Grantee's attorney, Grantee's Certificate of Status, Grantee's resolutions specifically authorizing the below signatory to execute this Agreement, Grantee's certificates of incumbency, and any other reliable documentation demonstrating such authority, which shall be incorporated by reference into this

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Agreement. DEO may, at its sole and absolute discretion, request additional documentation related to the below signatory's authority to bind Grantee to this Agreement.

36. COUNTERPARTS: This Agreement and amendments to this Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

37. CONTACT INFORMATION AND NOTICES:

a. Except as otherwise specifically provided in this Agreement, the contact information provided in accordance with this section shall be used by the Parties for all communications under this Agreement. Where the term "written notice" is used to specify a notice requirement herein, said notice shall be deemed to have been given (i) when personally delivered; (ii) when transmitted via facsimile with confirmation of receipt or email with confirmation of receipt if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid); (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a recognized overnight delivery service; or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, with return receipt.

b. If any information provided herein changes, including the designation of a new Agreement Manager, after the execution of this Agreement, the Party making such change shall notify all other Parties in writing of such change. Such changes shall not require a formal amendment to this Agreement.

Grantee's Payee:	**Grantee's Agreement Manager**:
School District of Manatee County	Dr. Valerie Viands Director, Manatee Technical College
215 Manatee Ave. W.	6305 State Road 70 E.
Bradenton, Fl 34205	Bradenton, Fl 34203
Phone: 941-708-8770	Phone: 941-751-7900 x 46001
FEIN 59-6000728	Email: viandsv@manateeschools.net
Email: gironw@manateeschools.net	Email: howlmc@manateeschools.net

DEO's Agreement Manager:

Nick Beske, CPM, FCCM
107 E. Madison St. MSC-80
Tallahassee, Fl 32399
Phone: 850-717-8975
Email: Nick.beske@deo.myflorida.com

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IN WITNESS WHEREOF, and in consideration of the mutual covenants set forth above and in the exhibits attached hereto and incorporated herein, the Parties' duly-authorized officials sign this Agreement.

DEPARTMENT OF ECONOMIC OPPORTUNITY		**MANATEE TECHNICAL COLLEGE**	
By	_____ Signature	**By**	_____ Signature
Title	_____	**Title**	**Cynthia Saunders Superintendent**
Date	_____	**Date**	_____

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties.

OFFICE OF GENERAL COUNSEL
DEPARTMENT OF ECONOMIC OPPORTUNITY

By: _____

Approved Date: _____

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Exhibit A
SCOPE OF WORK

1. PROJECT DESCRIPTION: Section 288.101, Florida Statutes ("F.S."), established the Florida Job Growth Grant Fund (the "Program") to promote economic opportunity by improving public infrastructure and enhancing workforce training. Funds provided pursuant to this Agreement must be used to support programs at state colleges and state technical centers that provide participants with transferable and sustainable workforce skills applicable to more than a single employer and for equipment associated with these programs.

Grantee has been awarded $436,000 to Manatee Technical College for a Diesel Systems Technology 1 program that will prepare students to earn a diesel-aligned Automotive Servie Excellence (ASE) certification. Program content includes but is not limited to maintaining and repairing diesel engines and electrical systems, reconditioning diesel fuel injection systems, overhauling diesel engines, and performing diesel engine preventative maintenance. In this career certificate program, participants will prepare for employment in the Transportation, Distribution and logistics industry to fill a growing need in the Suncoast Workforce Region and the state of Florida as described in the Proposal.

2. GRANTEE'S RESPONSIBILITIES:

a. Grantee shall provide the Diesel Systems Technician 1 certification program as described in the Proposal and as follows:

1) Program Eligibility Criteria_Adult or dual-enrolled high school student at least 16 years of age.
2) Coursework—Diesel Systems Technician 1 is a 1,050-clockhour program comprised of the following four courses:

OCP	Course Number	Course Title	Length	SOC Code
A	DIM0101	Diesel Engine Mechanic/Technician Helper	150 hours	49-9098
B	DIM0102	Diesel Electrical and Electronics Technician	300 hours	49-3031
C	DIM0104	Diesel Engine Technician	300 hours	49-3031
D	DIM0105	Diesel Brakes Technician	300 hours	49-3031

OCP-Occupational Completion Point, DOE coding
SOC Code-Standard Occupational Clasification Code, US Department of Labor

3) Class Schedule -- Monday-Friday 8:00 am – 3:00 pm
4) Requirements for successful completion (attendance, coursework, tests/quizzes, etc.) To earn a Diesel Systems Technician 1 Career Certificate, students must have met the basic skills requirement, attended with fewer than six absences per quarter, completed the benchmarks and demonstrated competency in the program performance standards of the Florida Department of Education curriculum frameworks for the Diesel Systems Technician 1 career certificate program.
5) Notwithstanding anything in this Agreement to the contrary, any funds not expended under this Agreement by June 30, 2026, shall be forfeited and shall revert back to DEO.

b. Program Enrollments.

1) Accept, review, and process applications for training program eligibility. No eligible applicant may be excluded because that applicant is unemployed or underemployed.
2) Enroll 21 eligible applicants in the training program by June 30, 2026.

c. Program Completion.

1) No later than by January 31 of the year immediately following the Expiration Date, Grantee shall deliver to DEO a written certification from Grantee's duly-authorized officer that, between the Effective Date and the Expiration Date, at least 112 enrollees successfully completed and / or

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graduated from the Program described herein in this Scope of Work (hereinafter collectively referred to as "Completers"); provided, further, that the written certification shall also list the number of Completers who received licensures or certifications. DEO may require any additional supporting documentation from Grantee that DEO deems necessary to verify the number of Completers, at DEO's sole and absolute discretion.

2) If Grantee's written certification demonstrates that there are less than 112 Completers (hereinafter "Minimum Number of Completers"), then the Sanctions and Repayments provisions of Section 5 below shall apply.

d. Equipment, Supplies, and Materials.
   1) Grantee shall purchase the equipment, supplies and training materials required to conduct the training Programs. Prior to placing equipment orders, Grantee shall submit to DEO's Agreement Manager for approval a list of all equipment, supplies, and materials to be purchased in support of the Training Programs. This list shall be the Approved Equipment, Supplies, and Material List.
   2) All nonexpendable property shall be inventoried, maintained, and disposed of in compliance with Section 15 of this Agreement and Section 13 of this Scope of Work.
   3) Grantee may add, delete, or substitute items on the Approved Equipment, Supplies, and Materials List with written approval from the DEO Agreement Manager. Provided, however, that the total expenditure for equipment, supplies, and materials shall not exceed $373,000.00.

3. DEO'S RESPONSIBILITIES: DEO shall monitor progress, review reports, conduct site visits, as DEO determines necessary, at DEO's sole and absolute discretion, and process payments to Grantee.

4. DELIVERABLES AND RETURN ON INVESTMENT: Grantee shall provide the following services as specified:

Deliverable No. 1: Program Enrollments		
Tasks	**Minimum Level of Service**	**Financial Consequences**
Enroll a minimum of 21 eligible applicants in the training program as described in Sections 1 and 2 of this SCOPE OF WORK on or before June 30, 2026. Grantee shall complete each of the following enrollment tasks per enrollee: a. determine and document training program eligibility; and b. complete documented course of study and Academic Plan. Grantee may be reimbursed up to $3,000.00 per eligible applicant enrolled. Grantee must complete the tasks set forth herein on or before June 30, 2026.	Completion of all required enrollment tasks (a-b) for a minimum of one (1) eligible applicant, as evidenced by the following documentation: ~~a~~. An enrollment verification to support eligibility; and b. written and actionable syllabus plan signed and dated by Grantee's staff. c. Class roster by program, by semester signed and dated by Grantee's staff.	Failure to satisfy the minimum level of service shall result in non-payment. Failure to enroll 21 eligible applicants on or before June 30, 2026, shall result in Grantee's forfeiture of any available funds remaining under this Agreement.
		DELIVERABLE 1 NOT TO EXCEED: $63,000.00
Deliverable No. 2: Equipment, Supplies and Materials		
Tasks	**Minimum Level of Service**	**Financial Consequences**

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Grantee shall purchase equipment in accordance with Section 2.d of this SCOPE OF WORK on or before June 30, 2026.	Grantee shall at a minimum purchase or install one (1) item from the Approved Equipment List, as evidenced by the following documentation: a. Copies of packing list or similar documentation to evidence receipt of equipment; b. Copies of purchase orders, invoices, or receipts; c. Photographs of equipment purchased; and d. Invoice package in accordance with Section 7 of the Scope of Work.	Failure to satisfy the minimum level of service shall result in non-payment. Failure to purchase all required equipment on or before June 30, 2026 shall result in Grantee's forfeiture of any available funds remaining under this Agreement.
		DELIVERABLE 2 NOT TO EXCEED: $373,000.00
		TOTAL AMOUNT NOT TO EXCEED $436,000.00

COST SHIFTING: The deliverable amounts specified within the Deliverables and Return on Investments section 4 table above are established based on the Parties' estimation of sufficient delivery of services fulfilling grant purposes under the Agreement in order to designate payment points during the Agreement Period; however, this is not intended to restrict DEO's ability to approve and reimburse allowable costs Grantee incurred providing the deliverables herein. Prior written approval from DEO's Agreement Manager is required for changes to the above Deliverable amounts that **do not exceed 10%** of each deliverable total funding amount. Changes that exceed **10% of each deliverable** total funding amount will require a formal written amendment request from Grantee, as described in MODIFICATION section of the Agreement. Regardless, in no event shall DEO reimburse costs of more than the total amount of this Agreement.

5. Sanctions and Repayment: The following financial consequences apply under the following circumstances:

a. DEO has the right, in its sole discretion, to demand repayment of all or any portion of the funds provided to Grantee under this Agreement if Grantee has not satisfied all of the performance requirements set forth herein as of the Expiration Date or the date this Agreement is otherwise terminated; Provided, further, that DEO shall demand repayment of prorated funds when Grantee did not satisfy Grantee's Minimum Number of Completers (hereinafter "Completers Shortage Repayment"). The Completers Shortage Repayment shall be calculated as follows: (Total Funds DEO paid to Grantee) multiplied by (1 less the Number of Completers divided by the Minimum Number of Completers). For example, if DEO paid Grantee $1,000,000 and Grantee's Minimum Number of Completers is 100 but there are only 67 Completers listed on Grantee's certificate, then Grantee shall repay DEO: ($1,000,000) x (1 - 67/100) = $1,000,000 x (1 - .67) = $1,000,000 x .33 = $330,000. If DEO makes such a demand for repayment, Grantee shall remit funds to DEO within sixty (60) days of such demand, or the amounts due from Grantee will begin to accumulate interest. In addition to any other remedies available to DEO, in the event that Grantee fails to remit such funds to DEO within sixty (60) days of such demand, then the amounts due from Grantee will accumulate interest from the date of such demand until the repayment. DEO shall calculate interest based on a 365-day year using a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in The Wall Street Journal on the Effective Date. DEO shall calculate interest on the basis of the number of days elapsed after the 60th day and until the day Grantee actually makes repayment. Notwithstanding anything in Sections 4 and 5 of this Scope of Work to the contrary, in no event shall the aggregate sanctions imposed pursuant to Sections 4 and 5 of this Scope of Work exceed the total award under this Agreement plus interest, if any, as determined pursuant to this Section 5.

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b. Notwithstanding anything in this Scope of Work to the contrary, subject to the terms and conditions of this Section 5(b), DEO hereby grants to Grantee the one-time right, privilege and option (the "Option") to extend the Expiration Date by twelve (12) months. In the event that Grantee exercises the Option, within ten (10) business days of exercising the Option, Grantee shall pay to DEO a sanction equal to fifteen percent (15%) of the total award under this Agreement. The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. Grantee may exercise the Option by delivering to DEO written notice of Grantee's intention to exercise the Option (an "Exercise Notice"). Upon DEO's receipt of an Exercise Notice, the exercise of the Option shall be irrevocable.

c. The Parties acknowledge and agree that the remedies set forth in Sections 4 and 5 of this Scope of Work constitute liquidated damages and that in the event of a breach of this Scope of Work, the actual damages suffered by DEO would be unreasonably difficult to determine and that the Parties would not have a convenient and adequate alternative to the liquidated damages set forth in Sections 4 and 5 of this Scope of Work. Each of the Parties further acknowledges and agrees that the liquidated damages provided in Sections 4 and 5 of this Scope of Work bears a reasonable relationship to the anticipated harm that would be caused by any such breach, is a genuine pre-estimate of the damages that DEO will suffer or incur as a result of any such breach, and is not a penalty. Grantee irrevocably waives any right that it may have to raise as a defense that any such liquidated damages are excessive or punitive. The Parties acknowledge that the provisions contained in Sections 4 and 5 of this Scope of Work are an integral part of the transactions contemplated by this Agreement and that without these provisions DEO would not enter into this Agreement.

6. REPORTING:

a. Quarterly: Grantee shall report on a quarterly basis all progress relating to the tasks identified in Sections 2.c. and 4. Quarterly reports are due to DEO no later than 30 calendar days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are: September 30, December 31, March 31, and June 30. The quarterly report shall include a summary of project progress, indicating percentage of completion of each task identified in Section 4 and the current status of the return on investment identified in Section 2.c. The summary shall also include any issues or events occurring which affect the ability of Grantee to satisfy the terms of this Agreement.

b. Minority and Service-Disabled Veteran Business Enterprise Report: Grantee shall provide a Minority and Service-Disabled Veteran Business Enterprise Report with each invoice summarizing the participation of certified and non-certified minority and service-disabled veteran subcontractors and material suppliers for that period and the project to date. Grantee shall include the names, addresses, and dollar amount of each certified and non-certified Minority Business Enterprise and Service-Disabled Veteran Enterprise participant. DEO's Minority Coordinator can be reached at (850) 245-7472 to answer concerns and questions.

c. Close-out Report: No later than 60 calendar days after this Agreement ends or is terminated, Grantee shall provide copies of all paid invoices to document completed work.

7. INVOICE SUBMITTAL AND PAYMENT SCHEDULE: DEO shall pay Grantee in accordance with the following schedule in the amount identified per deliverable in Section 4 above. The deliverable amount specified does not establish the value of the deliverable. In accordance with the Funding Requirements of s. 215.971(1), F.S. and Section 5 of this Agreement, Grantee and its subcontractors may only expend funding under this Agreement for allowable costs resulting from obligations incurred during this Agreement period. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures (https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_2).

a. Grantee shall provide one (1) invoice per quarter for all services rendered during the applicable period of time.

b. The following documents shall be submitted with the itemized invoice:

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1) A cover letter signed by Grantee's Agreement Manager certifying that the costs being claimed in the invoice package: (1) are specifically for the project represented to the State in the budget appropriation; (2) are for one or more of the components as stated in Section 4, DELIVERABLES, of this SCOPE OF WORK; (3) have been paid; and (4) were incurred during this Agreement period.
2) Grantee's invoices shall include the date, period in which work was performed, amount of reimbursement, and work completed to date;
3) A certification by a licensed engineer using AIA forms G702 and G703, or their substantive equivalents, certifying that the project, or a quantifiable portion of the project, is complete (if applicable).
4) Before and after photographs of the completed work (if applicable);
5) A copy of all supporting documentation for vendor payments (if applicable);
6) A copy of the cancelled check(s) specific to the project; and
7) A copy of the bank statement that includes the cancelled check.

c. The State may require any other information from Grantee that the State deems necessary to verify that the services have been rendered under this Agreement.
d. All documentation necessary to support payment requests must be submitted with Grantee's invoice for DEO's review.

8. FINANCIAL CONSEQUENCES FOR FAILURE TO TIMELY AND SATISFACTORILY PERFORM: Failure to complete the deliverables and/or tasks in accordance with the requirements of this Agreement, and in particular, as specified above in Section 4, DELIVERABLES, will result in DEO's assessment of the specified financial consequences. If appropriate, should the Parties agree in writing to a corrective action plan in lieu of the immediate imposition of financial consequences, the plan shall specify additional financial consequences to be applied after the effective date of the corrective action plan. This provision for financial consequences shall in no manner affect DEO's rights under this Agreement, at law, or in equity, including but not limited to, DEO's right to terminate this Agreement as provided elsewhere in this Agreement. Grantee's payment of imposed financial consequences shall be in accordance with applicable provisions of this Agreement and this Scope of Work.

9. NOTIFICATION OF INSTANCES OF FRAUD: Upon discovery, Grantee shall report all known or suspected instances of Grantee, or Grantee's agents, contractors or employees, operational fraud or criminal activities to DEO's Agreement Manager in writing within twenty-four (24) chronological hours.

10. GRANTEE'S RESPONSIBILITIES UPON TERMINATION: If DEO issues a Notice of Termination to Grantee, except as otherwise specified by DEO in that notice, Grantee shall: (1) stop work under this Agreement on the date and to the extent specified in the notice; (2) complete performance of such part of the work as shall not have been terminated by DEO; (3) take such action as may be necessary, or as DEO may specify, to protect and preserve any property which is in the possession of Grantee and in which DEO has or may acquire an interest; and (4) upon the effective date of termination of this Agreement, Grantee shall transfer, assign, and make available to DEO all property and materials belonging to DEO. No extra compensation shall be paid to Grantee for its services in connection with such transfer or assignment.

11. NON-DISCRIMINATION: Grantee shall not discriminate unlawfully against any individual employed in the performance of this Agreement because of race, religion, color, gender, physical handicap unrelated to such person's ability to engage in this work, national origin, ancestry, or age. Grantee shall provide a harassment-free workplace, with any allegation of harassment to be given priority attention and action.

12. DISPOSITION OF PROJECT PROPERTY:

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a. Pursuant to the NONEXPENDABLE PROPERTY Section of this Agreement, upon termination of this Agreement period, Grantee is authorized to retain ownership of any nonexpendable property purchased under this Agreement; however, Grantee hereby grants to DEO a right of first refusal in all such property prior to disposition of any such property during its depreciable life, in accordance with the depreciation schedule in use by Grantee, Grantee shall provide written notice of any such planned disposition and await DEO's response prior to disposing of the property. "Disposition" as used herein, shall include, but is not limited to, Grantee no longer using the nonexpendable property for the uses authorized herein; the sale, exchange, transfer, trade-in, or disposal of any such nonexpendable property. DEO, in its sole discretion, may require Grantee to refund to DEO the fair market value of the nonexpendable property at the time of disposition rather than taking possession of the nonexpendable property.

b. Grantee shall provide advance written notification to DEO, if during the five-year period following the termination of this Agreement period, Grantee proposes to take any action that will impact Grantee's ownership of this Agreement property or modify the use of this Agreement property from the purposes authorized herein. If either of these situations arise, DEO shall have the right, in DEO's sole discretion, to demand that Grantee reimburse DEO for part or all of the funding provided to Grantee under this Agreement.

c. Upon termination of this Agreement period, Grantee shall be authorized to retain ownership of the improvements to real property set forth in this Agreement in accordance with the following:

    1) Grantee is authorized to retain ownership of the improvements to real property so long as: (1) Grantee is not sold, merged, or acquired; (2) the real property subject to the improvements is owned by Grantee; and (3) the real property subject to the improvements is used for the purposes provided in this Agreement.

    2) If within five years of the termination of this Agreement, Grantee is unable to satisfy the requirements stated above, Grantee shall notify DEO in writing of the circumstances that will result in the deficiency upon learning of it, but no later than thirty (30) calendar days prior to the deficiency occurring. In such event, DEO shall have the right, within its sole discretion, to demand reimbursement of part or all of the funding provided to Grantee under this Agreement.

- End of Exhibit A (SCOPE OF WORK) -

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Exhibit B

AUDIT REQUIREMENTS

The administration of resources awarded by DEO to the recipient (herein otherwise referred to as "Grantee") may be subject to audits and/or monitoring by DEO as described in this Exhibit B.

MONITORING. In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by DEO staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by DEO. In the event the DEO determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by DEO staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS.

PART I: FEDERALLY FUNDED. This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.1.

1. A recipient that expends $750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this form lists the federal resources awarded through DEO by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from DEO. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.

3. A recipient that expends less than $750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than $750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

PART II: STATE FUNDED. This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through DEO by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from DEO, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal

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program matching requirements.

2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than $750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

PART III: OTHER AUDIT REQUIREMENTS.

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

N/A

PART IV: REPORT SUBMISSION.

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this form shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.1 and §200.512.

   The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.

2. Copies of financial reporting packages required by Part II of this form shall be submitted by or on behalf of the recipient directly to each of the following:

   a. DEO at each of the following addresses:

   Electronic copies (preferred):
   Audit@deo.myflorida.com

   or

   Paper (hard copy):
   Department Economic Opportunity
   MSC # 75, Caldwell Building
   107 East Madison Street
   Tallahassee, FL 32399-4126

   b. The Auditor General's Office at the following address:

   Auditor General
   Local Government Audits/342
   Claude Pepper Building, Room 401 111 West Madison Street
   Tallahassee, Florida 32399-1450

   The Auditor General's website (https://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

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3. Copies of reports or the management letter required by Part III of this form shall be submitted by or on behalf of the recipient directly to:

Electronic copies (preferred): Audit@deo.myflorida.com	or	Paper (hard copy): Department Economic Opportunity MSC # 75, Caldwell Building 107 East Madison Street Tallahassee, FL. 32399-4126

4. Any reports, management letters, or other information required to be submitted DEO pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to DEO for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION. The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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EXHIBIT 1 to Exhibit B

FUNDING RESOURCESFEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Awarding Agency	U.S. Treasury
Catalog of Federal Domestic Assistance Title	Coronavirus State and Local Fiscal Relief Fund
Catalog of Federal Domestic Assistance Number	21.027
Award Amount	**$436,000.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

1. The Subrecipient shall perform the obligations as set forth in this Agreement, including any attachments or exhibits thereto.
2. The Subrecipient shall comply with Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding these funds.
3. DEO will provide funds to the Subrecipient by issuing one or more Notice of Subgrant Award / Funds Availability ("NFA") through DEO's Subrecipient Enterprise Resource Application ("SERA"). **Each NFA will include specific terms, conditions, assurances, restrictions, or other instructions applicable to the funds provided by the NFA. The Subrecipient shall be governed by all applicable laws, rules and regulations, including, but not necessarily limited to, those identified in Award Terms & Conditions and Other Instructions of the Subrecipient's NFA. The Subrecipient shall comply with all terms contained within an NFA as a condition precedent to the receipt of funds and as an ongoing condition to the use and expenditure of the funds.**

STATE RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:
Federal Program: **N/A**

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project:

State Awarding Agency	
Catalog of State Financial Assistance Title	

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Catalog of State Financial Assistance Number	
Award Amount	**$0.00**

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

NOTE: Title 45 C.F.R. 75.352 and section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Attachment 1 be provided to the Subrecipient.

The remainder of this page is intentionally left blank.

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Exhibit C

AUDIT COMPLIANCE CERTIFICATION

Grantee Name: _____
FEIN: _____ Grantee's Fiscal Year: _____
Contact Person Name and Phone Number: _____
Contact Person Email Address: _____

1. Did Grantee expend state financial assistance, during its fiscal year, that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and the Department of Economic Opportunity (DEO)? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to item 2:

   Did Grantee expend $750,000 or more of state financial assistance (from DEO and all other sources of state financial assistance combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable state single or project-specific audit requirements of section 215.97, Florida Statutes, and the applicable rules of the Department of Financial Services and the Auditor General.

2. Did Grantee expend federal awards, during its fiscal year that it received under any agreement (e.g., agreement, grant, memorandum of agreement, memorandum of understanding, economic incentive award agreement, etc.) between Grantee and DEO? ____Yes _____ No

   If the above answer is yes, also answer the following before proceeding to execution of this certification:

   Did Grantee expend $750,000 or more in federal awards (from DEO and all other sources of federal awards combined) during its fiscal year? _____ Yes _____ No

   If yes, Grantee certifies that it will timely comply with all applicable single or program-specific audit requirements of 2 CFR Part 200, Subpart F, as revised.

By signing below, I certify, on behalf of Grantee, that the above representations for items 1 and 2 are true and correct.

_____ _____
Signature of Authorized Representative Date

_____ _____
Printed Name of Authorized Representative Title of Authorized Representative

DocuSign Envelope ID: 133D81F2-8226-4211-8C92-A511AE3F2FDE

EXHIBIT D:

STATE AND FEDERAL STATUTES, REGULATIONS, AND POLICIES

The Grantee agrees to, and, by signing this Agreement, certifies that, it shall comply with all applicable Federal, State and local laws, regulations, and policies governing the funds provided under this Agreement, including, but not limited to the following:

1. Section 603 of the American Rescue Plan Act (March 11, 2021), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing.
2. The Grantee also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and The Grantee shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
3. Federal regulations applicable to this award include, without limitation, the following:
   a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F - Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
   b. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
   c. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
   d. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
   e. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
   f. Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
   g. New Restrictions on Lobbying, 31 C.F.R. Part 21.
   h. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
   i. Generally applicable federal environmental laws and regulations.
3. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
   b. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200;
   c. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
   f. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
4. Hatch Act. Grantee agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328).

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5. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
6. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
7. Disclaimer.
   a. The acceptance of this award by the Grantee does not in any way establish an agency relationship between the United States and Grantee.
8. Protections for Whistleblowers.
   a. In accordance with 41 U.S.C. § 4712, Grantee may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. This includes a management official or other employee of the Grantee, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
   b. Grantee shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
9. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee should encourage its contractors to adopt and enforce on-the job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
10. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Grantee should establish workplace safety policies to decrease accidents caused by distracted drivers.

AGENDA ITEM NO. 13.6

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend an Amendment to the Unified School Improvement Grant (UniSIG) Supplemental Teacher and Administrator Allocation, in the Amount of $142,500.00

Executive Summary
This program ensures that funding will be allocated to the most proven effective teachers and administrators who are teaching and leading at the 2022 D/F Title I schools. Eligible teachers may receive an allocation not to exceed $15,000.00 per Highly Effective and $7,500.00 per Effective state VAM teacher. Eligible Principals with a successful record in leading a Turnaround school may receive an allocation not to exceed $15,000.00. Eligible Assistant Principals with a successful record in leading a Turnaround school may receive an allocation not to exceed $7,500.00. The allocation will support eligible teachers and administrators rated Effective or Highly Effective in the following schools: Manatee Elementary, Oneco Elementary and Visible Men.

An amendment to the UniSIG Supplemental Teacher and Administrator Allocation grant budget was requested to correct the function and object codes used for administration and the charter school's teacher. This amendment also includes a line item for FICA, which had been inadvertently omitted from the original budget. These corrections do not impact the original intent or scope of the School District of Manatee County's original and approved application for funding through the UniSIG Supplemental Teacher and Administrator Allocation program.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Recommendation
The Superintendent recommends approval to apply, accept, and expend an amendment to the Unified School Improvement Grant (UniSIG) Supplemental Teacher and Administrator Allocation, in the amount of $142,500.00.

Financial Impact
There will be no cost to the General Fund.

Contact
Submitting Department: Federal Programs and Grants
Initiated By: Latrina Singleton

Attachments:
SDMC DOE150 - 51 UniSIG Supplemental Amendment

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone (850) 245-0735	School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, FL 34205-8840	Date Received
B) Program Name: Title I, Part A – UniSIG Supplemental Teacher and Administrator Allocation **TAPS Number:** 23A025		**Project Number (DOE Assigned)** 410-2263B-3CS01

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☒ Budget **Amendment Number:** 1	Contact Name Latrina Singleton, Director Federal Programs and Grants	Telephone Numbers. 941-751-6550 Ext 43347
	Mailing Address 215 Manatee Avenue West Bradenton, FL 34205-8840	E-mail Addresses singleton2l@manateeschools net

E) Required Signature and Certification

I, Cynthia Saunders, Superintendent as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete, and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

E)	Cynthia Saunders (Jan 13, 2023 13:27 EST)	Superintendent	1/12/2023
	Signature of Agency Head	Title	Date

Pending Board Approval

F) Narrative

The School District of Manatee County respectfully requests an amendment to the UniSIG Supplemental Teacher and Administrator Allocation grant budget to correct the function and object codes used for administration and the charter school teacher. This amendment also includes a line item for FICA, which had been inadvertently omitted from the original budget.

Note that these corrections do not impact the original intent or scope of the School District of Manatee County's original and approved application for funding through the UniSIG Supplemental Teacher and Administrator Allocation program.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) School District of Manatee County
District/Agency Name

B) 410-2263B-3CS01 / 23A025
Project Number/TAPS Number

C) 1
Amendment Number

D) Total Project Amount Currently Approved
$142,500.00

E) Total Project Amount resulting from this Budget Amendment
$142,500.00

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	120	Classroom Teacher			13,362.78
5100	220	FICA 7.65% for Classroom Teacher		5,862.78	
5100	394	Distributions to Charter Schools (Non-FEFP)		7,500.00	
5100	110	Administration			52,500.00
7300	110	Administration		48,769.14	
7300	220	FICA 7.65% for Administration		3,730.86	
			Total	**65,862.78**	**65,862.78**

0

DOE 151
Revised January 2017

Richard Corcoran, Commissioner

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

Instructions

Budget Amendment Narrative Form
DOE 151

A) Enter District/Agency Name

B) Enter Project Number of original project and corresponding TAPS number

C) Enter chronological number of this Amendment Request

D) Enter the Total Project Amount Currently Approved

E) Enter the Total Project Amount resulting from this Amendment

F) Provide a narrative description for each budget item by category to justify the requested Budget Amendment. List ONLY the budget lines that are being amended and/or new ones being created. For each budget line to be amended, indicate whether the amount will be increased or decreased in the appropriate column and record the adjusted amount being submitted for approval.

THIS FORM MUST BE ACCOMPANIED BY AN APPROPRIATELY COMPLETED PROJECT AMENDMENT REQUEST FORM, DOE 150

AGENDA ITEM NO. 13.7

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend an Amendment to the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss, in the Amount of $88,870,732.00

Executive Summary
Funded through the American Rescue Plan (ARP) Act, the ARP Elementary and Secondary School Emergency Relief (ARP ESSER) Fund is designed to support State educational agencies and school districts safely reopen schools, restore and maintain high-quality learning environments, measure and effectively address significant learning loss, and take other actions to mitigate the impact of COVID-19 on the students and families dependent on K-12 schools.

An amendment to the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss is requested to realign funds to better serve Manatee County's students. This request provides the means to correct function and object errors with regard to the line items of Disaster Relief Payments. This correction will allow the school district to account for all categories of personnel instead of reporting this expenditure in one general line item. To reflect more accurate budgetary needs, an increase was made to the Health Insurance Fund, while decreases have been made to Disaster Relief and transportation line items to offset this adjustment.

Under Activity 2(F) "Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population," the following changes are requested: Several budget line items pertaining to PIE, MORRE and CART are eliminated, and funds are realigned to support critical mentoring activities for this population of high-risk students. Line items were added to purchase software that will be used district-wide to minimize discipline infractions. Lastly, funds will be used to customize the FOCUS Student Information System to transfer data into major sections of the Florida Standardized Statewide Behavioral Threat Assessment Event.

Note that the requested amendments do not impact the original intent or scope of the School District of Manatee County's original and approved application for funding through the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss programs.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Ready To Grow | Goal 1
Develop a competitive employee salary schedule to keep and attract the best talent and continue to provide quality customer service to our staff and parents

Recommendation
The Superintendent recommends approval to apply, accept, and expend an amendment to the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss, in the amount of $88,870,732.00.

Financial Impact
There will be no cost to the General Fund.

Contact
Submitting Department: Federal Programs & Grants
Initiated By: Latrina Singleton

Attachments:
SDMC ESSERIII Amendment2 DOE150-151

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	A) Agency Name:	DOE USE ONLY
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone (850) 245-0735	School Board of Manatee County, FL 215 Manatee Avenue West Bradenton, FL 34205-8840	Date Received
B) Program Name: ARP ESSER III Formula Grant to LEAs/ ARP ESSER III Formula Grant to LEAs-Learning Loss **TAPS Number:** 22A175 / 22A177		**Project Number (DOE Assigned)** 410-1211A-2C001 / 410-1211K-2C001

C) Amendment Type	D) Amendment Request Contact Information	
☐ Program ☒ Budget **Amendment Number:** 2	Contact Name Latrina Singleton, Director Federal Programs and Grants	Telephone Numbers 941-751-6550 Ext 43347
	Mailing Address 215 Manatee Avenue West Bradenton, FL 34205-8840	E-mail Addresses singleton2l@manateeschools net

E) Required Signature and Certification

I, Cynthia Saunders, Superintendent as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete, and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious, or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise Furthermore, all applicable statutes, regulations, and procedures, administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment

E)	Cynthia Saunders (Jan 20, 2023 12 24 EST)	Superintendent	1/20/2023
	Signature of Agency Head	Title	Date

Pending Board Approval

F) Narrative

The School District of Manatee County respectfully requests an amendment to the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss to realign funds to better serve Manatee's students. This request provides the means to correct function and object errors with regard to the line items of Disaster Relief Payments This correction will allow the school district to account for all categories of personnel instead of reporting this expenditure in one general line item. To reflect more accurate budgetary needs, an increase was made to the Health Insurance Fund, while decreases have been made to Disaster Relief and transportation line items to offset this adjustment

Under Activity 2(F) "Activities to address the unique needs of low-income children or students, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including how outreach and service delivery will meet the needs of each population," the following changes are requested The Soar in 4 line item for contracted services was eliminated to allow for a line item for Soar in 4 materials and supplies, which is needed to support student and family learning activities Additionally, several program line items pertaining to PIE, MORRE and CART were eliminated; funds are

realigned to support critical mentoring activities for this population. Line items were added to purchase software that will be used district-wide to minimize discipline infractions. Lastly, funds will be used to customize the FOCUS Student Information System to transfer data into major sections of the Florida Standardized Statewide Behavioral Threat Assessment Event.

Note that the requested amendments do not impact the original intent or scope of the School District of Manatee County's original and approved application for funding through the ARP ESSER III Formula Grant to LEAs/ARP ESSER III Formula Grant to LEAs-Learning Loss programs

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) Manatee County School District
District/Agency Name

B) 410-1211A-2C001 / 22A175 and 410-1211K-2C001 / 22A177
Project Number/TAPS Number

C) 2
Amendment Number

D) Total Project Amount Currently Approve
$71,096,586.00 - Lump Sum
$17,774,146.00 - Learning Loss
Total Allocation:

E) Total Project Amount resulting from this Budget Amendment
$71,096,586.00 - Lump Sum
$17,774,146.00 - Learning Loss
Total Allocation: $88,870,732.00

F) Line Item Description

Function	Object	Use of Funds Number	Activity Number	Account Title and Narrative	FTE	Amount Increase Learning Loss	Amount Decrease Learning Loss	Amount Increase Lump Sum	Amount Decrease Lump Sum
5100	120	1	2	Classroom Teachers. 11 Month. Third Grade Reading Academy.	9		$ (270,556.00)		
5100	150	1	2	Classroom Paraprofessionals. Third Grade Reading Academy.	26	$ 270,556.00			
5100	120	2(R)	1	Disaster Relief Payments				$ 122,000.00	
5100	130	2(R)	1	Disaster Relief Payments				$ 4,000.00	
5100	150	2(R)	1	Disaster Relief Payments				$ 279,000.00	
5100	161	2(R)	1	Disaster Relief Payments				$ 2,000.00	
5100	200	2(R)	1	Disaster Relief Payments				$ 30,982.50	
5100	160	1	5	Non-Contracted Hourly funds to write new K-12 curriculum maps- (3-5 teachers per team, 3 full days) Curriculum maps need to be written for grades K-12 in reading and math. Additionally, maps are needed in secondary to address updates in social studies. B.E.S.T. Standards address skills, standards, vocabulary that should be mastered prior to teaching course standards. Data illustrates gaps in student mastery. Curriculum maps need to address not only the standards for each area, but interventions to use when gaps are noted.			$ (60,000.00)		$ (20,000.00)
5100	310	2(F)	4	Contracted Services for Soar in 4: Soar in 4 is Manatee County's monthly movement to ensure all early learners and their families have the opportunities and support they need for success in preschool, school and beyond. Soar in 4 partners with 20 agencies who will provide interactive and standards-based learning engagements in after school programs at each of our Title I schools throughout the year, to include Mote Marine, Ringling College, Ringling Museum, The Bishop and more.					$ (200,000.00)
5100	510	2(F)	4	Supplies for Soar in 4: Soar in 4 is Manatee County's monthly movement to ensure all early learners and their families have the opportunities and support they need for success in preschool, school and beyond. Soar in 4 partners with 20 agencies who will provide interactive and standards-based learning engagements in after school programs at each of our Title I schools throughout the year, to include Mote Marine, Ringling College, Ringling Museum, The Bishop and more.				$ 200,000.00	
5100	369	2(K)	1	Nearpod: 6-12 An online interactive program that utilizes formative assessments to drive insights into student learning. Includes adaptive instruction in real time with in-the-moment feedback. Builds authentic connections for students through checkpoints and activities focusing on social and emotional well-being. Assists students in building background knowledge and topic engagement. And the following Elementary Schools: Williams, Freedom, Miller, Bashaw, Tara, Braden River					$ (386,392.84)
5100	369	2(K)	1	An online interactive program that utilizes formative assessments to drive insights into student learning. Includes adaptive instruction in real time with in-the-moment feedback. Builds authentic connections for students through checkpoints and activities focusing on social and emotional well-being. Assists students in building background knowledge and topic engagement.				$ 386,392.84	
5100	519	2(M)	1,2	Technology-related supplies: for targeted students based on the data at the determined schools, classrooms, grade levels		$ 50,000.00		$ 20,000.00	
5100	369	2(N)	3	Vocabulary.com					$ (179,768.00)
5100	369	2(N)	3	Diagnostic Tool for PreK-12 Dependent on what the state mandates and/or provides for progress monitoring, we will plan the selection of meaningful and research-based diagnostic tools that can be used for all students to enrich literacy and vocabulary.				$ 179,768.00	
5100	369	2(N)	3	World Book					$ (44,000.00)
5100	369	2(N)	3	Database for media centers for K-12.				$ 44,000.00	
5100	520	2(N)	2	Princeton Review SAT Premium Preparation 2021 Guide: Although 10th grade students did not have the opportunity to take the 10th grade Reading FSA during the 2019/2020 school year, those students are still responsible for passing the reading portion of the FSA or receive a concordant score from the SAT or ACT to graduate. Many of those students are struggling readers who are assigned to an intensive reading course and need support preparing for these assessments. Princeton Review SAT Premium Preparation 2021 Guide will provide practice tests and proven techniques to support teachers and students as they prepare for the SAT in an effort to achieve a concordant reading score to meet graduation requirements. These guides will be distributed across schools to be utilized as class sets in a grades 11 and 12 intensive reading classrooms.					$ (44,999.00)
5100	520	2(N)	2	SAT Preparation Materials: for targeted students based on the data at the determined schools, classrooms, and grade levels.				$ 44,999.00	
5100	520	2(N)	2	The Official ACT Preparation Guide 2020-2021: Although 10th grade students did not have the opportunity to take the 10th grade Reading FSA during the 2019/2020 school year, those students are still responsible for passing the reading portion of the FSA or receive a concordant score from the SAT or ACT to graduate. Many of those students are struggling readers who are assigned to an intensive reading course and need support preparing for these assessments. The Official ACT Preparation Guide will provide practice tests and proven techniques to support teachers and students as they prepare for the ACT in an effort to achieve a concordant reading score to meet graduation requirements. These guides will be distributed across schools to be utilized as class sets in a grades 11 and 12 intensive reading classrooms.					$ (50,337.00)
5100	520	2(N)	2	ACT Preparation Guide: for targeted students based on the data at the determined schools, classrooms, and grade levels.				$ 50,337.00	
5100	520	2(N)	3	Acaletics for 3rd, 4th and 5th Grades					$ (450,000.00)

	5100	520	2(N)	3	Acaletics for Middle Schools					$ (600,000.00)
	5100	520	2(N)	3	Acaletics for High Schools					$ (300,000.00)
	5100	510	2(N)	3	Acaletics for grades K-12				$ 1,350,000.00	
	5100	730	1	8	Dues & Fees. To offer the PSAT during the school day to every 8th grade student.			$ (200,000.00)		
	5100	730	1	8	Dues & Fees. To offer the PSAT during the school day for targeted students based on the data at the determined schools, classrooms, and grade levels.		$ 265,000.00			
	5200	110	2(R)	1	Disaster Relief Payments				$ 2,000.00	
	5200	120	2(R)	1	Disaster Relief Payments				$ 17,000.00	
	5200	130	2(R)	1	Disaster Relief Payments				$ 8,000.00	
	5200	150	2(R)	1	Disaster Relief Payments				$ 178,080.00	
	5200	200	2(R)	1	Disaster Relief Payments				$ 15,598.72	
	5300	120	2(R)	1	Disaster Relief Payments				$ 42,000.00	
	5300	200	2(R)	1	Disaster Relief Payments				$ 3,060.00	
	5500	150	2(R)	1	Disaster Relief Payments				$ 5,000.00	
	5500	200	2(R)	1	Disaster Relief Payments				$ 382.50	
	6100	110	2(R)	1	Disaster Relief Payments				$ 7,000.00	
	6100	120	2(R)	1	Disaster Relief Payments				$ 6,000.00	
	6100	130	2(R)	1	Disaster Relief Payments				$ 142,000.00	
	6100	150	2(R)	1	Disaster Relief Payments				$ 14,000.00	
	6100	160	2(R)	1	Disaster Relief Payments				$ 134,000.00	
	6100	200	2(R)	1	Disaster Relief Payments				$ 22,945.38	
	6200	110	2(R)	1	Disaster Relief Payments				$ 2,000.00	
	6200	130	2(R)	1	Disaster Relief Payments				$ 36,000.00	
	6200	160	2(R)	1	Disaster Relief Payments				$ 3,000.00	
	6200	200	2(R)	1	Disaster Relief Payments				$ 3,136.50	
	6300	100	2(R)	1	Disaster Relief Payments					$ (2,719,000.00)
	6300	200	2(R)	1	Disaster Relief Payments					$ (416,007.00)
	6300	110	2(R)	1	Disaster Relief Payments				$ 38,000.00	
	6300	130	2(R)	1	Disaster Relief Payments				$ 38,000.00	
	6300	150	2(R)	1	Disaster Relief Payments				$ 3,000.00	
	6300	160	2(R)	1	Disaster Relief Payments				$ 53,000.00	
	6300	200	2(R)	1	Disaster Relief Payments				$ 10,098.00	
	6400	110	2(R)	1	Disaster Relief Payments				$ 4,000.00	
	6400	120	2(R)	1	Disaster Relief Payments				$ 1,000.00	
	6400	130	2(R)	1	Disaster Relief Payments				$ 37,000.00	
	6400	200	2(R)	1	Disaster Relief Payments				$ 3,213.00	
	6400	310	1	10	Contracted Services. Solution Tree. Professional Learning Community (PLC) training for leadership: Formation of professional learning communities to disseminate information at school sites. Provide training for each. Principal or AP ($3994) and select a customized PD for leadership PLC overview for a cohort (principal task force) to present and train their peers during principal meetings, on each agenda.			$ (150,000.00)		
	6400	310	1	10	Contracted Services. Professional Learning Community (PLC) training for leadership: Formation of professional learning communities to disseminate information at school sites. Provide training for school and district leaders.		$ 95,000.00			
	6400	369	2(K)	1	Teacher Toolbox for online instructional platform: A digital collection from which teachers can draw relevant, standards-based resources to introduce new concepts, reteach standards, or help students learn prerequisite skills from earlier grades in both ELA and Mathematics. It is an easy-to-navigate platform that provides a complete set of K–8 instructional resources for Mathematics, Reading, and Writing alongside multimedia content, discourse supports, and assessment practice.					$ (500,000.00)
	6400	369	2(K)	1	A digital platform/tool where teachers can draw relevant, standards-based resources to introduce new concepts, reteach standards, or help students learn prerequisite skills from earlier grades in both ELA and Mathematics. A platform that provides a complete set of K-5, 6-8, and/or 9-12 instructional resources for Mathematics, Reading, and Writing alongside multimedia content, discourse supports, and assessment practice.				$ 500,000.00	
	6500	160	2(R)	1	Disaster Relief Payments				$ 1,000.00	
	6500	200	2(R)	1	Disaster Relief Payments				$ 76.50	
	7100	110	2(R)	1	Disaster Relief Payments				$ 1,000.00	
	7100	200	2(R)	1	Disaster Relief Payments				$ 76.50	
	7200	110	2(R)	1	Disaster Relief Payments				$ 5,000.00	
	7200	160	2(R)	1	Disaster Relief Payments				$ 3,000.00	
	7200	200	2(R)	1	Disaster Relief Payments				$ 612.00	
	7300	110	2(R)	1	Disaster Relief Payments				$ 130,000.00	
	7300	160	2(R)	1	Disaster Relief Payments				$ 181,000.00	
	7300	200	2(R)	1	Disaster Relief Payments				$ 23,564.92	
	7400	110	2(R)	1	Disaster Relief Payments				$ 5,000.00	
	7400	160	2(R)	1	Disaster Relief Payments				$ 5,000.00	
	7400	200	2(R)	1	Disaster Relief Payments				$ 765.00	
	7500	110	2(R)	1	Disaster Relief Payments				$ 13,000.00	
	7500	160	2(R)	1	Disaster Relief Payments				$ 17,000.00	
	7500	200	2(R)	1	Disaster Relief Payments				$ 2,295.00	
	7500	330	2(E)	1	Travel for (2) Administrators to attend the National Association of Federal Education Program Administrators (NAFEPA) training. The 3-day training is slated for March 2023 in Washington, D.C. This amount accounts for airfare, per diem and hotel costs. This training will bolster administration's knowledge and capacity to manage and oversee ESSER funding to ensure the effective delivery of and fulfillment of activities and services.				$ 8,000.00	
	7500	730	2(E)	1	Registration Fees for two administrators to attend the 2023 NAFEPA Conference				$ 2,000.00	
	7600	110	2(R)	1	Disaster Relief Payments				$ 63,000.00	
	7600	160	2(R)	1	Disaster Relief Payments				$ 202,000.00	
	7600	200	2(R)	1	Disaster Relief Payments				$ 20,196.00	
	7700	110	2(R)	1	Disaster Relief Payments				$ 41,000.00	
	7700	160	2(R)	1	Disaster Relief Payments				$ 87,000.00	
	7700	200	2(R)	1	Disaster Relief Payments				$ 9,792.00	
	7800	110	2(R)	1	Disaster Relief Payments				$ 11,000.00	
	7800	160	2(R)	1	Disaster Relief Payments				$ 215,000.00	
	7800	200	2(R)	1	Disaster Relief Payments				$ 17,279.58	
	7800	360	2(M)	1, 2	Rentals. Transportation Services for student activities				$ 8,000.00	
	7800	790	2(M)	1, 2	Transportation. Increases access to services. (estimated at $100/day for 4 days/week for 126 weeks for 43 sites). ALL AREAS					$ (1,535,087.87)
	7900	110	2(R)	1	Disaster Relief Payments				$ 11,000.00	
	7900	160	2(R)	1	Disaster Relief Payments				$ 238,000.00	
	7900	200	2(R)	1	Disaster Relief Payments				$ 19,048.50	
	7900	390	2(E)	2	Custodial Substitutes					$ (100,000.00)
	7900	510	2(I)	1	Custodial Supplies, to clean and sanitize district facilities.					$ (200,000.00)

	7900	510	2(I)	1	COVID Supplies for all school sites					$ (200,000.00)
	7900	640	2(I)	1	Custodial FF&E Furniture, Fixtures and Equipment to replace larger items, that clean and sanitize the district facilities. Items like commercial wet/dry vacs, floor scrubbers, dehumidifiers, extractors.					$ (1,000,000.00)
	8100	110	2(R)	1	Disaster Relief Payments				$ 18,000.00	
	8100	160	2(R)	1	Disaster Relief Payments				$ 74,000.00	
	8100	200	2(R)	1	Disaster Relief Payments				$ 6,961.50	
	8200	110	2(R)	1	Disaster Relief Payments				$ 49,000.00	
	8200	160	2(R)	1	Disaster Relief Payments				$ 5,000.00	
	8200	200	2(R)	1	Disaster Relief Payments				$ 4,131.00	
	8200	649	2(K)	2	Private LTE - Broadband Connectivity					$ (960,000.00)
	8200	379			Telephone and Other Data Communication Services. Internet connectivity for the length of the grant.				$ 286,848.00	
	9100	160	2(R)	1	Disaster Relief Payments				$ 1,000.00	
	9100	200	2(R)	1	Disaster Relief Payments				$ 76.50	
	9700	970	15	5	Transfer Funds. COVID Claims on Self Insurance Health Fund. Prior year expense so needs to be written in as a transfer.				$ 4,100,000.00	
	5100	520	2(J), 2(N)	1, 5	Textbook adoption				$ 2,000,000.00	
	9700	910	2(R)	4	Lost Revenue (Proration)/FTE Loss					$ (2,000,000.00)
	6400	100	1	10	Teacher Mentor Plan: Stipends of $1,242 x 53 Teachers, allowing one teacher per school.			$ (65,826.00)		$ (65,826.00)
	6400	100	1	10	Teacher Mentor Plan: Stipends for Teachers, allowing one teacher per school.		$ 65,826.00		$ 65,826.00	
	7500	160	2	1	Jr. Accountant Financial / Grant Management positions, assigned to fiscal operation of the ESSER and COVID grants during FY 21/22 and 22/23.	1			$ 45,000.00	
	7500	210	2	1	Assurance 2. Retirement 10.82% for Administrators				$ 5,360.00	
	7500	220	2	1	Assurance 2. FICA 7.65% for Administrators				$ 3,443.00	
	7500	231	2	1	Assurance 2. Health Insurance 13.25% for Administrators				$ 5,963.00	
	7500	232	2	1	Assurance 2. Life Insurance .22% for Administrators				$ 99.00	
	7500	240	2	1	Assurance 2. Workers' Compensation 1.00% for Administrators				$ 450.00	
	5100	120	2(F)	1	Classroom Teacher. Program PIE (Positive Interventions in Education). Two years' salary. This is an expansion of our current alternative to out of school suspension program. Currently, the district operates 1 elementary and 1 secondary program. This initiative would add a 2nd secondary program to serve north county students.	1				$ (118,488.00)
	5100	150	2(F)	1	Teacher Assistant. Program PIE (Positive Interventions in Education) Two years' salary. This is an expansion of our current alternative to out of school suspension program. Currently, the district operates 1 elementary and 1 secondary program. This initiative would add a 2nd secondary program to serve north county students.	1				$ (59,970.00)
	5100	160	2(F)	2	Non Contracted Hourly for Classroom Teacher. Program MORRE (Mentoring and Objective Reflection & Restorative Education). School staff will work one-on-one with at risk students who are suspended from school, after school, to forgive out of school suspension days. NCH up to $40.00 per hour for 1 hour each day in elementary schools and 2 hours each day in secondary schools. Inclusive of all students.					$ (150,000.00)
	5100	160	2(F)	3	Classroom Teacher. Non-contracted Hourly. CART Program. This program centers on the identification of potential career fields for students, the delivery of employability or “soft” skills, and the attainment of industry certifications such as SafeServ Manager training. This will assist student in obtaining managerial-level positions within our flourishing service industry. The course will be connected to other district alternative programs, that include Learning Is For Everyone (LIFE), Teen Age Parenting Program (TAPP), and Impact, and is operated 5 days a week for 1 hour per day.					$ (14,400.00)
	5100	644	2(F)	1	Noncapitalized Computer Hardware. Expansion of Program PIE (Positive Interventions in Education). Staff laptops. (2 units x $766.50)					$ (1,533.00)
	5300	510	2(F)	3	CART Program. SafeServe Certification exams and curriculum. (One classroom DVD set @ $575.00, 35 student books and test vouchers @ $68.00 each, 65 additional student exam codes @ $36.00 each).					$ (11,460.00)
	6100	310	2(F)	2	Funds will be expended to provide district-wide mentoring programs. We have implemented over thirty mentors in eight district schools in an effort to build positive relationships with our most challenged students to re-engage them educationally. We believe this program will improve student behavior and attendance as well as diminish exclusionary disciplinary practices. Based on our 958 day decrease in OSS for the First Quarter, we believe our mentoring program will continue to grow throughout our district schools (23-24 school year)				$ 93,458.00	
	8200	690	2(F)	2	Funds will be expended to customize our FOCUS Student Information System to transfer data into major sections of the Florida Standardized Statewide Behavioral Threat Assessment Event /Form $225 an hour x 5 = $1,125 (22-23 school Year) This will be an additional activity under At-Risk Students (2)F 2.				$ 1,533.00	
	5100	310	2(F)	1	Funds will be expended for the expansion of the after hours LIFE PM program for the 2022-2023 school year and the 2023-2024 school year. This program gives students who have serious grade/credit deficiencies the opportunity to graduate by providing more flexible hours and expended learning opportunities.				$ 40,860.00	
	6100	690	2(F)	2	Funds will be expended to purchase Software 4 Students for the 2023-2024 school year. This software will be used district-wide and minimize discipline infractions. This will be an additional activity under At-Risk Students (2)F 2.				$ 50,000.00	
	6300	110	2(L)	1	To assist with the district's Tier 2 and Tier 3 interventions, two Behavior Specialists will be hired (23-24 school year). This will be in addition to the positions mentioned under Mental Health Services and Supports.	2			$ 130,000.00	
	6100	644	2(F)	2	Funds will be expended to purchase additional hardware in our secondary schools. The implementation of Software 4 Schools assist with the tracking of minor Student Code of Conduct violations. Additional hardware will assist secondary schools to assemble multiple kiosk around campuses.(22-23) This will be an additional activity under At-Risk Students (2)F 2.				$ 20,000.00	
	5100	210	2(F)	1-6; 1-4	Retirement for all function 5100 salaries above, including NCH. 10.82%. Use of Funds #2F					$ (46,153.90)
	5100	220	2 (F)	1-6; 1-4	FICA for all function 5100 salaries above, including NCH. 7.65%. Use of Funds #2F					$ (32,631.92)
	5100	231	2(F)	1-6; 1-4	Health Insurance for all function 5100 salaries above, excluding NCH. 13.25%. Use of Funds #2F					$ (23,645.69)
	5100	232	2(F)	1-6; 1-4	Life Insurance for all function 5100 salaries, excluding NCH. 0.22%. Use of Funds #2F					$ (392.61)
	5100	240	2(F)	1-6; 1-4	Workers' Compensation for all function 5100 salaries above. 1.00%. Use of Funds #2F					$ (4,265.61)
	6300	210	2(F)	1-6; 1-4	Retirement for all function 6300 salaries above, including NCH. 10.82%. Use of Funds #2F				$ 15,500.00	

	6300	220	2 (F)	1-6; 1-4	FICA for all function 6300 salaries above, including NCH. 7.65%. Use of Funds #2F				$ 10,000.00	
	6300	231	2(F)	1-6; 1-4	Health Insurance for all function 6300 salaries above, excluding NCH. 13.25%. Use of Funds #2F				$ 17,500.00	
	6300	232	2(F)	1-6; 1-4	Life Insurance for all function 6300 salaries, excluding NCH. 0.22%. Use of Funds #2F				$ 300.00	
	6300	240	2(F)	1-6; 1-4	Workers' Compensation for all function 6300 salaries above. 1.00%. Use of Funds #2F				$ 1,350.00	
	5100	160	2(F)	4	Non Contracted Hourly for Soar In 4: Soar in 4 is Manatee County's monthly movement to ensure all early learners and their families have the opportunities and support they need for success in preschool, school and beyond. Soar in 4 is a collaborative effort to ensure all children are reading on grade level by the end of third grade, by focusing on 15 economically disadvantaged neighborhoods. This NCH pay will allow for a Soar in 4 event at each school, using teachers/paras from each school to facilitate interactive learning					$ (83,703.00)
	5100	310	2(F)	4	Contracted Services for Soar in 4: Soar in 4 is Manatee County's monthly movement to ensure all early learners and their families have the opportunities and support they need for success in preschool, school and beyond. Soar in 4 partners with 20 agencies who will provide interactive and standards-based learning engagements in after school programs at each of our Title I schools throughout the year, to include Mote Marine, Ringling College, Ringling Museum, The Bishop and more.					$ (200,000.00)
	5100	510	2(F)	4	Materials and Supplies for SOAR In 4 that are used with students and families: Paper, pencils, crayons, markers, sensory materials, Legos, counting cubes, magnetic letters, alphabet wheels, etc.				$ 283,703.00	
						Total	**$ 475,826.00**	**$ (475,826.00)**	**$ 12,718,061.44**	**$ (12,718,061.44)**

AGENDA ITEM NO. 13.8

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Rabbit Laser Equipment, SDMC No. 23-0099-BS, Estimated in the Amount of $75,000.00

Executive Summary
Rabbit laser engraving equipment is purchased for engineering classrooms district wide. Schools and Departments purchase laser machines that engrave on metal, glass or wood, they purchase parts for their existing equipment and maintenance and training services. Schools that currently use the machines are Mills Elementary, Palm View K-8, Johnson K-8, Mona Jain Middle, Nolan Middle, Haile Middle, Lee Middle, Braden River Middle, Lincoln Memorial Middle, Southeast High, Manatee High, Lakewood Ranch High and MTC. Additional schools and programs may be added as needed. Rabbit Laser USA is the designated dealer for this equipment.

The requested contract is for the period of February 15, 2023 through February 14, 2024.

State Board Rule 6A-1.045 states, “Single source purchases are purchases of commodities or contractual services available only from a single source. Pursuant to Section 287.057(5)(c), F.S., such purchases are excepted from the competitive solicitation process.”

Historical expenditures are as follows:

- 2020-2021 $34,217.00
- 2021-2022 $63,090.00
- YTD 2022-2023 $52,825.00

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

The supplier is Rabbit Laser USA, Middletown, OH, Florida Document No. not required.

This item aligns with the District’s Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends the approval of sole source to purchase rabbit laser equipment, SDMC No. 23-0099-BS, estimated in the amount of $75,000.00.

Financial Impact
The funding source for this expenditure is General Operating Funds and Capital FF&E and is included in various school sites and departments approved budgets for 2022-2023.

Contact
Submitting Departments: ACT and Purchasing

Initiated By: Paul Gansemer and Ruth Gruett

Attachments:
Rabbit Laser Sole Source Letter
Rabbit Laser Contract for Services

Rabbit Laser USA

1320 Hook Dr.
Middletown, OH 45042
Phone: (513) 217-5707
Email: Carole@RabbitLaserUSA.com

January 23, 2023

Beth,

This letter is written to confirm that Rabbit Laser USA, LLC is the sole source distributor of the following products in the United States:

RL Laser Engraving Machine, QX Laser Engraving Machine, SD Laser Engraving Machine, DL Laser Engraving Machine, XT Fiber Laser Machine, SF Fiber Laser Machine.

Our factory's only manufacture and sell this model to Rabbit Laser USA, LLC. Rabbit Laser USA, LLC determines the prices for the above-named products due to the exclusive distribution and marketing rights of this product. Additionally, Rabbit Laser USA, LLC stocks all the spare parts necessary for the repair of this product. Although some parts, not all, may be found elsewhere in the United States.

If you have further questions or require product information regarding our machines, please feel free to contact me at 513-217-5707 or email at carole@rabbitlaserusa.com.

Respectfully,

Carole Scott
Vice President
Rabbit Laser USA

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Various FUNDS (Budgeted, Federal, Grant, Internal) | Various (Name of School/Department) | PO# 23-0099-BS

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 6 day of February, 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Rabbit Laser USA. (Vendor).

VENDOR:

Business Name: Rabbit Laser USA Vendor No. 0000001404
Representative: Carole Scott Position: Vice President
Address: 1320 Hook Drive
City: Middletown State: OH Zip: 45042
Phone: 513-217-5707 Email: Carole@RabbitLaserUSA.com
SDMC Employee: Yes: (____) No: (x) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
Rabbit laser engraving products and services as needed.

And shall be performed at the following location(s): Various Sites
Date(s) of Service(s): 02/14/2023 to 02/13/2022 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $23-0099-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
□ a rate of $As quoted per unit where the unit of measure is As quoted.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Various

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

Compliance with Jessica Lunsford Act:

The School District of Manatee County and State of Florida, requires all Vendors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School District for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes. For information on JLA requirements and how to comply visit: http://www.manateeschools.net/

Third Party Beneficiary:

This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

Governing Law:

This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

Relationship of Parties:

The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School District does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non Discrimination Act of 2008.

Sovereign Immunity:

The parties acknowledge and agree that the School Board, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in Section 768.28 Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

Vendor will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Vendor, but also to the employees of its sub-contractors.

Severability and Waiver:

If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

Force Majeure:

The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such a acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

This agreement is subject to the requirement by Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510 and/or 34 CFR Part 85, Section 85.510.

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

Termination for Convenience—Termination of this contract in whole or in part may be made by School District of Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District of Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 Florida Statutes. et. seq. and Section 119.01 Florida Statutes. et. seq. Vendor hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Vendor will in no way be a cause for relief from responsibility. The Vendor shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The Vendor must not be in violation of any zoning or other ordinances in the performance of this contract.

Safety Standards:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

Tax Exemptions:

When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

Employment on the project by the Vendor, or any of its subcontractor, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor does not comply with this provision

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____	_____
Vendor Date	Deputy Superintendent Date
_____	_____
School Principal Date	Superintendent (over $25,000) Date
_____	_____
Legal Date	Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 13.9

School Board of Manatee County
February 14, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Use of The Interlocal Purchasing Agreement (TIPS) #210101, Technology Solutions, Products and Services, SDMC No. 23-0101-BS, Estimated in the Amount of $100,000.00 Annually - *revised February 10, 2023*

Executive Summary
The School District is requesting the approval to use The Interlocal Purchasing System (TIPS) cooperative sponsored by lead agency Region 8 Education Service Center in Texas for use of the technology solutions, products and service contract #210101, which has been competitively procured and awarded.

The vendor has agreed to extend their pricing to the School District Manatee County under the same terms and conditions as the Technology Solutions, Products, and Service contract #210101. Copies of the specifications are on file in the Purchasing Department. Additional awarded vendors may be made available as needed.

This contract will allow the District to purchase educational technology equipment from vendors such as Vex Robotics. The purchase of these items are for student STEM programs, Technology Student Association (TSA), after school clubs, and classroom equipment which is needed for engineering instruction. Additionally, the equipment purchased is used by elementary and middle school students in order to compete in regional, state, national and world competitions.

The requested contract is for the period of February 15, 2023 through May 31, 2026 with the option to renew for one (1) additional one (1) year period through May 31, 2027.

Historical expenditures are as follows:

- 2020-2021 $8,578.85
- 2021-2022 $48,170.79
- YTD 2022-2023 $47,597.18

Subsection 6A-1.012(8) F.A.C. (5) allows school boards to purchase from existing bids of other public entities upon agreement by the awarded vendor(s).

Approval of this bid does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period.

This item aligns with the District's Strategic Plan Goal(s) which state(s):

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval of the use of The Interlocal Purchasing Agreement (TIPS) #210101, Technology Solutions, Products and Services, SDMC No. 23-0101-BS, estimated in the amount of $100,000.00 annually.

Financial Impact
The funding source for these estimated expenditures are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments approved budgets for 2022-2023.

Contact
Submitting Departments: ACT and Purchasing
Initiated By: Paul Gansemer and Ruth Gruett

Attachments:
Participating Agreement

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0101-BS
The Interlocal Purchasing System (TIPS)
Technology Solutions, Products and Services #210101

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and VEX Robotics, Inc. (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 **The Interlocal Purchasing System (TIPS)** competitively procured and awarded **Technology Solutions, Products and Services #210101** and is hereto as Exhibit A, ("Solicitation"). A contract was executed May 31, 2021 and valid through May 31, 2026 between the parties and is hereto as Exhibit B, ("Authorized Contract").

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is to technology equipment and services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on February 15, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by The Interlocal Purchasing System (TIPS).

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of the Authorized Contract. Renewal must be in writing and is subject to the same terms and conditions set forth in the Authorized Contract, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 The attached Exhibit A (Solicitation) is hereby incorporated into the Participating Agreement.

4.2 The attached Exhibit B, Authorized Contract, is hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties.

4.3 Sections of Exhibit B, Authorized Contract, are superseded by Section 5, Terms Supplemental to the Authorized Contract.

5. TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.

5.2 **ASSIGNMENT:** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by The School Board of Manatee County upon thirty days written notice and The School Board of Manatee County will be released of any and all obligations under this contract.

5.3 **THIRD PARTY BENEFICIARIES:** This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this agreement will be effective unless in writing and signed by both parties.

5.4 **GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. The costs of such dispute will be borne by the individual party.

5.5 **RELATIONSHIP OF PARTIES:** The parties are independent contractors. This agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties. It is expressly acknowledged that the School Board of Manatee County does not direct or control the work or services to be performed, or how to perform such work or services under this agreement.

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **INDEMNIFICATION**:

To the extent permitted by law, the Contractor agrees to defend indemnify and hold harmless The School Board of Manatee County, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement. When pertaining to a services contract, the contracting party with the Manatee County School Board, will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board of Manatee County, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board of Manatee County, the election to immediately terminate this agreement.

5.8 **CONFIDENTIALITY:** Confidentiality is pursuant to Florida Public Records Act and all Federal, State and Local Statutes, including but not limited to Trademark Protection, Copyright protection, Family Educational Rights and Privacy Act of 1996, Health Insurance Portability and Accountability Act of 1996, Family Medical Leave Act of 1993, Americans with Disabilities Act of 1990, and Genetic Information Non-Discrimination Act of 2008.

5.9 **SOVEREIGN IMMUNITY:** The parties acknowledge and agree that the School Board of Manatee County, Florida, as an agency of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768.28 of Florida Statutes. No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

5.11 **CONTACT WITH STUDENTS:** Unless otherwise specified, the contracting party with The School Board of Manatee County, will have no employees or independent contractors, material men, supplier or anyone involved in any manner with projects resulting from this proposal shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor/Proposer shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this proposal.

5.12 **STANDARDS OF CONDUCT:** The contracting party with The School Board of Manatee County will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the vendor, but also to the employees of its sub-contractors.

5.13 **SEVERABILITY AND WAIVER:** If any provision of this agreement is held to be contrary to law, the provision will be subjected to modification and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this agreement will remain in effect. No failure or delay by either party to exercise a right under this agreement will be a waiver of that right.

5.14 **FORCE MAJEURE:** The term "FORCE MAJEURE" means circumstances beyond the reasonable control of a party, (such as acts of God, government restrictions, wars, insurrections, labor disputes, financial insolvency, economic hardship, strife, failure of suppliers, communications or data systems) which delay or prevent the party from performing under the terms of this agreement. Affected performance obligations will be suspended during the duration of the Force Majeure. In the event that the Force Majeure persists more than 90 days, the party may elect to terminate this agreement upon written notice.

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ''federally assisted construction contract'' in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ''Equal Employment Opportunity'' (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, ''Amending Executive Order 11246 Relating to Equal Employment Opportunity,'' and implementing regulations at 41 CFR part 60, ''Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.''

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), ''Debarment and Suspension.'' The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE:**
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required.

5.20 **COMPLIANCE WITH THE SUNSHINE LAW:** The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Fla. Stat. sec. 286.011 et. seq. and Fla. Stat. sec. 119.01 et. seq. The contracting party with The School Board of Manatee County hereby acknowledges and agrees to comply with The Florida "Sunshine" Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this agreement available for inspection and copying, public records requests, internal audits and for any other informational purpose.

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

5.22 **COMPLIANCE WITH REGULATIONS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility. The proposer shall have in their possession and must provide all applicable insurance, permits, licenses, etc., which may be required by federal, state, or county law to furnish services under the scope of this contract. The successful proposer(s) must not be in violation of any zoning or other ordinances in the performance of this contract.

5.23 **SAFETY STANDARDS:** All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards there under.

5.24 **TAX EXEMPTIONS:** When purchasing directly from a supplier the School District of Manatee County, Florida is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must

include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the

Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

5.32.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the vendor/proposer, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the vendor/proposer. If a sub-contractor fails to terminate said employee or independent contractor, the vendor/proposer shall terminate its agreement with the sub-contractor. If the vendor/proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any destructive devise, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

5.32.2 *CRIMINAL ACTS:* Employment on the project by the Vendor/Proposer, or any of its subcontractors, of any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the Vendor/Proposer agrees to take all steps necessary to remove such person from the project and the property. The School District of Manatee County shall have the right to terminate this agreement if the Vendor/Proposer does not comply with this provision.

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

5.34 ASSIGNMENT: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld.) If this matter pertains to a school that becomes a Charter School, this contract may be cancelled by the School District upon thirty days written notice and the School Board will be released of any and all obligations under this contract.

6. **EXHIBITS TO THE PARTICIPATING AGREEMENT**

6.1 All terms and conditions contained in Exhibits A though C are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing by the parties. The Exhibits are:
6.1.1 Exhibit A: original Solicitation - TIPS
6.1.2 Exhibit B: The Contract of Award TIPS – Vex Robotics, Inc.

7. **COVID 19**

7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**

8.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES:

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 14.1

School Board of Manatee County
February 14, 2023 - Regular Board Meeting

Title
Approval of Revisions to the Citizens' Financial Oversight Committee Charter

Executive Summary
On August 24, 2021, the Board approved the Citizens' Financial Oversight Committee (CFOC) Charter.

During the January 27, 2023 School Board Workshop, the Board held discussion regarding the section of the Charter, *Composition of Committee*, and considered revising the language to list the president of the Manatee Education Association and the president of the local chapter of the American Federation of State, County, and Municipal Workers, who represent employees of the School Board in collective bargaining, as non-voting ex officio members of the Committee.

The Board will now consider approval of the revisions.

Contact
Submitting Department: School Board

Attachments:
CFOC Charter Proposed Revision - Redlined

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

CITIZENS FINANCIAL OVERSIGHT COMMITTEE CHARTER

August 24, 2021

MISSION

The mission of the Citizen's Financial Oversight Committee ("Committee") as constituted in School Board of Manatee County, Florida, ("School Board") Resolution 2017-11 is to provide oversight to ensure proper fiscal stewardship of operating funds provided by the Special Election approving a one-mill increase in the school ad valorem tax as provided by Section 1001.73(2) of the Florida Statutes and future extensions of the additional millage.

The Committee shall issue an annual report no later than sixty days after the School Board certifies it annual financial report to ensure proper fiscal stewardship of the funds generated by the additional ad valorem taxes. Also, the Committee shall identify relevant outcomes and report results to the community.

The School Board has pledged "that the revenues generated by the additional millage for operational purposes shall be used to increase student achievement through more instructional time and after-school tutoring, recruit and retain teachers and staff with competitive salaries, expand Career and Technical Education and STEM programs to prepare students for the workforce, and to support charter schools. The money shall only be used for the purposes listed above."

It is the Committee's charge to verify, comment, and report compliance with the School Board's pledge of the use of the funds from the Ad Valorem Millage Election.

COMPOSITION OF COMMITTEE

The Committee members consist of volunteers appointed by the School Board. The Committee members must be independent and not employees of the Manatee County School District or otherwise have a continuing conflict of interest with the Committee and its work and/or Charter. A Committee member shall be deemed independent if the member is compliant with Chapter 112, Part III, Florida Statutes, the Code of Ethics for Public Officers and Employees. Notwithstanding the foregoing, the president of the Manatee Education Association and the president of the local chapter of the American Federation of State, County, and

Municipal Workers, who represent employees of the School Board in collective bargaining, shall be ~~are~~ non-voting ex officio ~~standing~~ members of the Committee.

Effective June 30, 2021, the Committee will consist of a minimum of seven and a maximum of twelve members. The term of the members will coincide with the School District's fiscal year ended June 30. All terms will be for three (3) years. Should vacancies occur on the Committee, the School Board may appoint a replacement to fill the vacancy for the remainder of the vacant term. Candidates for membership shall be interviewed by the Chair of the Citizens' Financial Oversight Committee and one Board Member.

Committee members are subject to the Florida Government in the Sunshine Laws and members will be required to attend an introductory course to the Florida Open Government Laws within a reasonable time after their initial appointments to the Committee. Committee members may be removed from the Committee by the School Board for any of the following reasons: resignation by the member, lack of attendance (miss 3 consecutive meetings without communication with the Committee Chair), or for repetitive failure to adhere to the required responsibilities or standard of conduct expected of a Committee member.

ADMINISTRATIVE

The Committee shall meet at least quarterly and more frequently if the need arises. A quorum shall be a majority of the membership plus one. The Committee will report to the School Board at least quarterly. The Committee will review the Committee Charter and submit any recommended changes to the School Board for its review and approval no less than annually. All decisions shall be reached by a majority of the voting members present. Any recommendations to the School Board shall be approved by a supermajority (67%) of the voting members of the ~~Citizens' Financial Oversight~~ total Committee membership. The Committee will select the Chairman and Vice-Chairman annually. Vacancies in the office of Chair and Vice-chair shall be filled by the Committee.

There may be Subcommittees to divide the workload and members of the Citizens' Financial Oversight Committee will be appointed by the Chair to these committees. The Citizens' Financial Oversight Committee may establish or dissolve subcommittees by a majority vote of the Committee.

The School Board will provide administrative support and access to information and/or data as is necessary for the Committee to perform its assigned tasks. The School Board shall assign Committee members a School District email account used

for all Committee and official mailings. Official email accounts are restricted to official use and shall not be used for personal mailings or any other personal business. The Committee's meeting agenda and minutes of the meetings will be provided to the School District's Agency Clerk for posting on the School District's website and will be maintained as per Florida Statute.

AGENDA ITEM NO. 14.2

School Board of Manatee County
February 14, 2023 - Regular Board Meeting

Title
Approval of the Revised Schedule of School Board Regular Meetings - *revised February 10, 2023*

Executive Summary
On November 22, 2022, the Board voted to approve the times and dates for Regular Meetings.

The Board will consider changing the time for the February 28 and March 28, 2023 Meetings from 5:00 PM to 10:00 AM.

A revised schedule of regular meetings is attached for review.

Recommendation
Motion and approval of the revised schedule of School Board regular meetings as presented.

Contact
Submitting Department: School Board
Initiated By: Chair Choate

Attachments:
2022-23 Board Meeting Dates and Times - Proposed Revisions - revised February 10, 2023

SCHOOL BOARD OF MANATEE COUNTY

2022-23 Meeting Dates Calendar

Revised February 14, 2023

Month	Regular Meeting ~~(2nd Tuesday)~~ 10:00 AM	Regular Meeting ~~(4th Tuesday)~~ 5:00 PM	
December	13		*One meeting in December due to Winter Break
January	10	24	
February	14 & 28	~~28~~	
March	28	~~28~~	*One meeting in March due to Spring Break
April	11	25	
May	9	23	
June	13	27	
July		25	
August	8	22	
September	12	26	
October	10	24	
November	14**		

** ***On November 14, 2023, the Reorganization Meeting will be scheduled for 10:00 AM. The Regular Meeting will begin at 12:30 PM.***